IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA CEDAR RAPIDS DIVISION

HARLEY KELCHNER, ANTHONY HICKS, DANIEL WECHE, individually and on behalf of all others similarly situated,

Plaintiffs,

V.

CRST INTERNATIONAL HOLDINGS LLC, CRST EXPEDITED, INC., CRST SPECIALIZED TRANSPORTATION, INC., CRST LINCOLN SALES, INC., JOHN SMITH, an individual, and MICHAEL GANNON, an individual,

Defendants.

Case No. 1:24-cv-00082-CJW-KEM

Honorable Judge C.J. Williams

DECLARATION OF ANGELA S. CASH IN SUPPORT OF THE CORPORATE DEFENDANTS' MOTION TO DISMISS

- I, Angela S. Cash, declare and state as follows:
- 1. I am a partner of the law firm of Scopelitis, Garvin, Light, Hanson & Feary, P.C. I am admitted to this Court on a *pro hac vice* basis. I represent Defendants, CRST International Holdings, LLC (CRST International Holdings), CRST Expedited, Inc. (CRST Expedited), CRST Specialized Transportation, Inc. (CRST Specialized), CRST Lincoln Sales, Inc. (Lincoln Sales) (now operating as CRST Equipment Solutions, Inc.), John Smith, and Michael Gannon, in this case and respectfully submit this declaration in support of the Corporate Defendants' Motion to Dismiss.
- 2. The following facts are based upon my personal knowledge and my review of documents in the case file.
- 3. Based on my review of the equipment lease documents executed by Plaintiffs Anthony Hicks (Hicks), on behalf of his business entity, W & J Brooke Transport LLC, and Daniel

Weche (Weche) in connection with their contractual relationships with CRST Expedited and Lincoln Sales, I understand that they each signed their agreements outside Iowa.

4. A true and correct copy of W & J Brooke Transport LLC's leases are attached as **Exhibit A** and **Exhibit B**.

5. A true and correct copy of Weche's lease is attached as **Exhibit C**.

6. Specifically, the lease documents reflect that Plaintiff Hicks electronically signed his lease on behalf of his business entity, W & J Brooke Transport LLC, in Antioch, Tennessee, and Lincoln Sales' personnel electronically signed that lease in Birmingham, Alabama. Ex. A at 18. Hicks's business took possession of its truck from Lincoln Sales in Mableton, Georgia. *Id.* at 10.

7. The lease documents further reflect that, approximately a week later, Plaintiff Hicks electronically signed a new lease on a different truck on behalf of his business entity, W & J Brooke Transport LLC, in Antioch, Tennessee, and Lincoln Sales' personnel electronically signed that lease in Birmingham, Alabama. Ex. B at 18. Hicks's business took possession of its truck from Lincoln Sales in Carlisle, Pennsylvania. *Id.* at 10.

8. The lease documents also reflect that Plaintiff Weche electronically signed his lease in Gadsden, Alabama, and Lincoln Sales' personnel electronically signed Weche's lease in Hoover, Alabama. Ex. C at 18. Weche took possession of his truck from Lincoln Sales in Birmingham, Alabama. *Id.* at 10.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 15, 2025 at Indianapolis, Indiana.

/s/ Angela S Cash Angela S. Cash

EXHIBIT A

W&J Brooke Transport LLC's Equipment Lease

Equipment Lease

Lessee Business Name: Anthony Hicks

DBA (If Applicable): W & J Brooke Transport LLC

Street Address: 1464 Grosbeak PI SW

City/State/Zip: Shallotte, NC 28470

Contact/Principle Business Owner: **OPERATION TYPE** (See Section 3 below regarding Team Operation obligations) **CRST Equipment** Solutions, Inc.

3930 16th Avenue, SW Cedar Rapids, IA 52404 Phone: (319) 289-7850

lpc@crst.com

Email

Check One: [☐ Solo☐ Team

	EQUIPMENT DESCRIPTION								
YEAR	2021	MAKE	FRTL	MODEL	CASCADIA	ENGINE TYPE	D15		
VIN	3AKJHHDR2M	ISMA9747		MILEAGE	574264	UNIT#	104338		

Phone

	LEASE TERMS			
START DATE	LENGTH (WEEKS)	BASE RENT* (WEEKLY)		
01 / 17 / 2025	49	\$465		
FIRST LEASE PAYMENT DATE	SECURITY DEPOSIT	IMPLIED INTEREST RATE		
02 / 07 / 2025	\$0.00	11%		
TOTAL LEASE PAYMENTS	PURCHASE PRICE/STIP LOSS VALUE	MILEAGE CHARGE* [Check One]		
\$22,785	\$31,000	\$.20 per mile for all dispatched miles (loaded and empty) as included on Electronic On-Board Recorder (EOBR) dispatch information		
		\$.16 per mile for all dispatched miles (loaded and empty) as included on EOBR dispatch information		
CARRIER** CRST Expedited, Inc. d/b/a CRST The Transportation Solution, Inc. MC#114273				
1332 Edgewood Rd SW Cedar Rapids, IA 52404				

^{*}Base Rent and Mileage Charge payments include administrative cost reimbursements and markups benefiting CRST Equipment Solutions, Inc.

^{**} See also Section 2(e) below.

This **Equipment Lease (With Maintenance)**, including all attached Schedules and addendums (collectively "Lease") is entered into by and between Lessor, CRST Equipment Solutions, Inc., an Iowa corporation ("Equipment Solutions"), with its principal place of business at 3930 16th Avenue, SW, Cedar Rapids, IA 52406-0068, and the abovenamed Lessee.

1. LEASE OF EQUIPMENT. Equipment Solutions shall lease to Lessee the vehicle(s) described above, (the "Equipment"), on the terms and conditions in this Lease. Lessee acknowledges Lessee is not required to enter into this Lease and could have, prior to entering this Lease with Equipment Solutions, chosen to lease similar equipment from another equipment leasing company.

2. LEASE TERMS AND PAYMENTS.

- **a.** Length. The lease length is specified in the table above.
- b. <u>Lease Payments</u>. The Equipment rent shall consist of the weekly Base Rent Payments (including an implied interest assessment) and Mileage Charges (which is additional rent determined in Equipment Solutions' sole discretion based on wear and tear of the Equipment) (referred to as "Equipment Rent"), which includes administrative-cost reimbursements and markups benefiting Equipment Solutions. The Equipment Rent and all other items owed to Equipment Solutions under the Lease ("Lease Payments") shall be due and payable, starting on the First Lease Payment Date specified on the cover page above, and weekly thereafter. All Lease Payments shall be payable, without notice or demand, at the above address of Equipment Solutions or at such other place as Equipment Solutions designates in writing.
- c. Additional Obligations. In addition to the Lease Payments and except to the extent Carrier expressly assumes the following obligations through the ICOA (defined below), Lessee shall be responsible for acquiring and paying for any plates, licenses, or permits necessary to operate the Equipment and any federal, state, or local taxes and fees, including the Federal Heavy Vehicle Use Tax, registration fees, weight-distance taxes, state property taxes, sales taxes (including in connection with this Lease transaction), highway use taxes, ferry, bridge, tunnel, and road tolls, or other charges assessed against the Equipment arising from Lessee's use, as well as all fuel costs, fuel taxes, empty mileage, loading and unloading expenses, detention and accessorial charges, and any other costs of operating the Equipment. Lessee's liability for these taxes, fees, and other expenses shall survive the expiration of this Lease.
- d. Method of Payment. Lessee agrees to timely pay all Lease Payments to Equipment Solutions. Lessee may arrange for the motor carrier to which Lessee has leased the Equipment pursuant to a written agreement contemplated by 49 C.F.R. Part 376 (an Independent Contractor Operating Agreement, hereafter "ICOA") to deduct the Lease Payments from Lessee's earned and available settlement compensation and/or escrow fund balances under the ICOA ("ICOA Funds") and remit them to Equipment Solutions. Notwithstanding anything to the contrary, if Lessee elects to have Carrier deduct and remit Lease Payments to Equipment Solutions on Lessee's behalf, Lessee remains responsible for all Lease Payments and, in the event Carrier fails to make timely payment of any Lease Payment, Lessee agrees to immediately make payment of such to Equipment Solutions.
- e. Portability. The Equipment shall be operated under the proper licenses, permits and motor carrier authority by Lessee pursuant to an ICOA in effect between Lessee and a lawfully operating for-hire or private motor carrier with sufficient financial strength. In the event the ICOA between Lessee and the Carrier identified on the cover page of this Lease is no longer in effect, and Lessee signs an independent contractor agreement with another motor carrier, then Equipment Solutions may, in its sole discretion, approve Lessee's continued exclusive possession, control, and use of the Equipment as set forth herein, but such other motor carrier must have the capability and willingness to deduct Lessee's Lease Payments from Lessee's compensation under its agreement with the new motor carrier and remit them to Equipment Solutions as stated in the Authorization and Assignment attached hereto. For Equipment Solutions to approve Lessee's continued possession, control and use of the Equipment in these instances, the following conditions must also be satisfied.

- i. Lessee does not owe Equipment Solutions any Lease Payments;
- ii. The new motor carrier: (i) does not have, and has not had at any time within the preceding two (2) years, an "Unsatisfactory" or "Conditional" safety rating from the Federal Motor Carrier Safety Administration, the; and
- iii. Lessee gives ten (10) days' written notice of Lessee's intention to change motor carriers.
- 3. OPERATION TYPE: TEAM OR SOLO. Lessee agrees to operate the Equipment as Team or Solo as designated on the cover page above. If at any time during this Lease, Lessee desires to change Operation Type, Lessee must provide a written request to Equipment Solutions to change Operation Type, but Equipment Solutions may in its sole discretion approve or deny such request, and any change in Operation Type may require additional terms and conditions mutually agreeable to the parties. Unless and until Equipment Solutions approves a request, the terms and conditions of this Lease shall continue to apply; provided, however, that any Solo Operation that desires to change to a Team Operation will be responsible for any corresponding increase in Lease Payments associated with Team Operations from the date the Solo Operation brings on a team driver.
- 4. **DELIVERY AND ACCEPTANCE.** Equipment Solutions will provide Lessee a choice of Equipment. Equipment Solutions is not responsible for any failure or delay in delivering the Equipment to Lessee. Upon delivery of the Equipment to Lessee, and before Lessee's acceptance of the Equipment, Lessee shall inspect the Equipment and, unless Lessee gives prompt written notice of any defect, including that the Equipment is not in Good Operating Condition (defined as roadworthy and meeting all applicable Federal and state regulatory requirements as to safety and equipment), Lessee shall sign and deliver to Equipment Solutions an Acceptance Certificate, in the attached form, covering the Equipment. Lessee's signing the Acceptance Certificate will establish that, as between Equipment Solutions and Lessee, Lessee has unconditionally accepted the Equipment as-is, including all modifications, options, added features and ancillary equipment, for all purposes of this Lease and has agreed that the Equipment is in Good Operating Condition.
- 5. NO OFFSET. Lessee has no right to offset any Lease Payments for any claims Lessee may have against Equipment Solutions or any affiliate of Equipment Solutions, either now or in the future. All Lease Payments must be paid in full when due.
- 6. **DISCLAIMER OF WARRANTIES.** Equipment Solutions is not the manufacturer or vendor of the Equipment and makes no representations or warranties of any kind regarding the Equipment, including, but not limited to, the design or condition of the Equipment, its merchantability or fitness for a particular purpose, or its capacity or durability, or the quality of the material or workmanship, or conformity of the Equipment to the provisions and specifications of any purchase order related to the Equipment, or any patent infringement or patent or latent defects. By signing this Lease, Lessee acknowledges the foregoing disclaimer by Equipment Solutions.
- 7. USE, MAINTENANCE, AND INSPECTION OF EQUIPMENT.
 - a. <u>Use of Equipment</u>. Except as set forth otherwise in this Lease, Lessee shall use the Equipment exclusively in the operation of Carrier's transportation business and in compliance with all applicable laws (including all Federal Motor Carrier Safety Regulations ("FMCSRs"), and other highway safety, vehicle inspection, vehicle maintenance, traffic, road, truck size-and-weight, hazardous materials transportation, environmental, health, cargo security, or other laws and regulations) and applicable insurance policy conditions. Lessee agrees to ensure that all drivers or operators of the Equipment possess valid commercial driver's licenses and meet all applicable federal and state driver qualifications and motor vehicle safety requirements (including the FMCSRs). Lessee will be responsible for the payment of any fines or other penalties arising out of any violations of laws and regulations related to the Equipment during the term of this Lease. Lessee agrees to pay the cost of modifications to the Equipment required by applicable law as to place and nature of operations to which Equipment is subjected to during the term of this Lease. Nothing in this Lease authorizes Lessee, itself

or through any of its drivers, to operate the Equipment, or to incur any liability or obligation, on Equipment Solutions' behalf.

b. Maintenance and Repairs.

- i. <u>Maintenance Furnished During Lease Term.</u> Except as otherwise set forth herein, during the term of the Lease, and only during that time, Equipment Solutions shall furnish, at Equipment Solutions' expense, maintenance services for the Equipment, at an operational level that is sufficient to perform in a safe and timely manner, the intended and customary functions of the Equipment (See Schedule D). Such maintenance services (including but not limited to all labor, parts and supplies) shall occur at the maintenance facilities of a provider specified or approved by Equipment Solutions.
- ii. Equipment Solutions shall maintain each unit of Equipment in compliance with all applicable original-equipment-manufacturer maintenance procedures and warranty policies, and the safety standards for over-the-road vehicles and emissions controls, and the Federal Motor Carrier Safety Act. Equipment Solutions will follow the applicable preventive maintenance schedule (See Schedule D) and Lessee shall cooperate by making the Equipment available for such scheduled maintenance in a timely manner.
- iii. Lessee is responsible for all repairs and/or replacements caused by loss of or damage to the Equipment or its systems or components (including, but not limited to its tires, brakes, glass, mattresses, fire extinguishers, and triangle kits), resulting from (1) a collision or other serious accident, whether or not caused by Lessee; (2) abusive or negligent handling of the Equipment by Lessee (including but not limited to using excessive speed downhill and causing rear-end failures through spin-outs); (3) theft or vandalism, whether or not caused by Lessee; (4) Lessee's fuel starvation of the Equipment; (5) Lessee's engaging of the power-divider incorrectly; (6) Lessee's failure to drain air tanks daily following each use; or (7) any other act or omission of Lessee where such loss or damage could reasonably have been prevented. Any such repairs shall be performed only with the consent of Equipment Solutions and as set forth in this Lease. Lessee shall keep the Equipment interior clean and free of debris to allow for proper accomplishment of services and repairs; and Lessee shall defer all non-safety-related maintenance requests until the Equipment's next scheduled servicing. Lessee may also be responsible for inverter installations and removals (but only with Equipment Solutions' prior approval).
- iv. Notwithstanding the foregoing, Equipment Solutions will provide road service (including towing) for Equipment mechanical and tire failures, caused by any failure on Equipment Solutions' part to perform, in a commercially reasonable manner, the maintenance and inspection services required by this Lease.
- Lessee shall return the Equipment to a maintenance facility as set forth herein for inspection, preventive maintenance and repair at scheduled times as agreed upon by the parties. Any concerns Lessee has with the condition of the Equipment shall be promptly reported to Equipment Solutions and Lessee shall follow Equipment Solutions' reasonable instructions regarding the Equipment. Any concern Lessee has regarding the safe operations of the Equipment as to third-party safety. Lessee safety or protection of the Equipment hereby obligates Lessee to safely cease operations of the Equipment and provide verbal followed by written notice of all safety issues to Equipment Solutions. To prevent damage, Lessee shall also conduct pre-trip inspections of the Equipment, including checking oil and coolant levels, tire pressure, and any DOT-specified in-service item. In addition, Lessee agrees to have a full annual inspection pursuant to 49 C.F.R. § 396.17 performed on the Equipment at least once every 365 days and to have any necessary maintenance or repairs identified during that process performed and completed as required by Equipment Solutions. Lessee agrees to provide Equipment Solutions with a copy of the annual inspection report, as well as promptly forwarding to Equipment Solutions all other inspection, maintenance, and repair records for the Equipment, upon completion of such inspection, maintenance, or repair. Upon Equipment Solutions' request, Lessee shall permit Equipment Solutions to have access to the Equipment at all reasonable

- times for the purpose of inspection and examination, including the periodic inspections mandated by this Lease, including Schedule D.
- vi. Equipment Solutions shall have no responsibility for any repair or service to the Equipment away from its facilities or Equipment Solutions-approved facilities unless authorized by Equipment Solutions in writing and documented by a properly-receipted and itemized bill for such repairs or services, listing the Equipment Solutions' Unit Number for the Equipment. Lessee. Lessee at Lessee's expense, shall safely transport the Equipment to Equipment Solutions or the Equipment Solutions-approved facility for regular and emergency maintenance services.
- vii. Equipment Solutions shall not be obligated to provide substitute vehicles or to pay for Lessee's hotel/lodging, meals, or other incidental or operating expenses while maintenance or repairs are being performed on the Equipment.
- **Modifications to Equipment.** Lessee shall make no addition, improvement, or modification to the Equipment, or change or remove any item that is or will be affixed to the Equipment unless Equipment Solutions gives Lessee written permission in advance. When Lessee returns the Equipment to Equipment Solutions, any item Lessee affixed with Equipment Solutions' approval may be removed only if Equipment Solutions reasonably determines that removal will not damage or lessen the value of the Equipment and Lessee pays for any such removal. Any alteration Equipment Solutions does not approve in writing shall be removed at Lessee's expense or retained by Equipment Solutions as its property, at Equipment Solutions' discretion.
- d. Inspection/Use of Equipment in California. The Lessee of Equipment (if a heavy-duty tractor) understands that when using Equipment to pull a long box-type trailer on a highway within California, the Equipment must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure the Equipment is compliant. The regulations may require the Equipment to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of the Equipment in California if it is a model year 2011 or later and is not a U.S. EPA SmartWay Certified, if a Tractor. Cal. Code Regs. tit. 17, § 95302(a)(42)(B) (emphasis in original).
- 8. TITLE TO AND LOCATION OF EQUIPMENT. As between Equipment Solutions and Lessee, Lessee shall have exclusive possession, control, and use of the Equipment for the duration of this Lease, and shall assume complete responsibility for the operation of the Equipment. However, Lessee is not buying the Equipment during this Lease. This Lease constitutes a lease and Equipment Solutions is merely allowing Lessee to use the Equipment, with an option to purchase it at the successful completion of the Lease Term. The Equipment shall at all times be and remain property of Equipment Solutions, notwithstanding that any items may now or hereafter be affixed to the Equipment, and title thereto shall at all times during this Lease remain in Equipment Solutions. The relationship between Equipment Solutions and Lessee shall always be only that of lessor and lessee. Lessee agrees that Equipment Solutions is entitled to and shall have the right to claim the following tax benefits with respect to the Equipment: (a) depreciation deductions for Federal Income Tax purposes and depreciation or cost recovery deductions for Iowa and any other applicable state income tax purposes, and (b) all items of income and deduction relating to this Lease. Upon Equipment Solutions' request, Lessee agrees to affix a tag, plate or stencil to the Equipment showing Equipment Solutions' right, interest or title thereto. Provided that Lessee is not in default in any manner, and subject to the terms of this Lease, Equipment Solutions agrees that it will not interfere with Lessee's quiet enjoyment and use of the Equipment during the Lease.
- 9. INDEMNIFICATION. Lessee shall indemnify, defend, and hold Equipment Solutions and its assigns harmless from and against any claim (including any for which Equipment Solutions is not indemnified by its insurance) of direct, indirect, or consequential loss, damage, delay, fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation (together "Damages") that Equipment Solutions incurs arising out of Lessee's (including Lessee's agents' or employees') negligence, gross negligence, willful misconduct, or other culpable acts or omissions in inspecting, maintaining, or using the Equipment or otherwise performing, or failing to perform, Lessee's obligations under this Lease. Lessee hereby authorizes Equipment Solutions to charge Lessee back for all amounts

- due Equipment Solutions under this Section. The parties' obligations under this Section shall survive the expiration or earlier termination of this Lease as to events that occurred, or obligations incurred during its term.
- 10. LIENS AND ENCUMBRANCES. Lessee shall not directly or indirectly create or permit to exist and shall promptly and at Lessee's expense discharge, any lien, charge, or encumbrance on the Equipment, except for any lien, charge, or encumbrance resulting solely from the acts of Equipment Solutions.
- 11. LOSS, DAMAGE OR DESTRUCTION. Lessee is responsible for loss, damage, theft, or destruction of or to the Equipment. If the Equipment becomes lost, stolen, destroyed, irreparably damaged, confiscated, requisitioned, or commandeered (herein called a "Loss"), Lessee shall promptly notify Equipment Solutions thereof in writing and:

 (a) On the Lease Payment date following the date of such Loss, Lessee shall pay Equipment Solutions all accrued and unpaid Lease Payments owing for the Equipment for all periods commencing prior to such date; and (b) Equipment Solutions and Lessee agree to keep each other informed of any reporting information relating to the Loss and shall cooperate with each other and insurers in the investigation of the Loss.
- 12. INSURANCE. Lessee's obligations as to insurance shall be as set forth in attached Schedule B ("Insurance").
- **13. DEFAULT.** Lessee shall be in default under this Lease upon the happening of any of the following events or conditions (herein called "Events of Default"):
 - **a.** Lessee fails to make any Lease Payment, or other obligations owed to Equipment Solutions by Lessee, within fourteen (14) days of the payment due date.
 - **b.** Lessee fails to perform or observe any other covenant, obligation, or agreement under this Lease, and such failure continues for ten (10) days after written notice by Equipment Solutions to Lessee.
 - c. Lessee makes an assignment for the benefit of creditors, or bankruptcy, arrangement, reorganization, liquidation, insolvency, receivership, or dissolution proceedings shall be instituted by or against Lessee, and if instituted against Lessee, shall be consented to or be pending and not dismissed for a period of 30 days.
 - **d.** Lessee abandons the Equipment or the Equipment or any part thereof, is taken via foreclosure, levy, execution, attachment or other process of law or equity enforced against Lessee.
 - e. If, in Equipment Solutions' sole, reasonable opinion, Lessee neglects, abuses or misuses the Equipment in any way, threatens to sell or take unlawful possession of the Equipment, or otherwise takes any other action which Equipment Solutions reasonably believes threatens Equipment Solutions' interest in the Equipment or this Lease.
 - f. If, during the term of this Lease, Lessee's ICOA with the Carrier designated above or such similar agreement with a carrier later approved pursuant to this Lease is terminated prior to the expiration of its term, or expires without immediate renewal.
- **14. REMEDIES OF EQUIPMENT SOLUTIONS.** Upon the occurrence of an Event of Default, Equipment Solutions, in its sole discretion, may exercise any one or more of the remedies set forth below:
 - **a.** Terminate this Lease immediately, upon written notice to Lessee.
 - **b.** Declare the entire amount of unpaid Rent, Lease Payments, or other obligations then accrued for the Equipment immediately due and payable.
 - **c.** Cause Lessee, at their expense, to promptly return the Equipment at such place as Equipment Solutions designates. If Lessee does not return the Equipment as instructed, Equipment Solutions may, without liability, enter on the premises where the Equipment is located, and without notice or process, take immediate possession of the Equipment.

- **d.** Charge back to Lessee all accrued and unpaid Lease Payments or other obligations owing for the Equipment prior to the Event of Default.
- Equipment Solutions in enforcing its remedies, including reasonable attorney's fees, litigation expenses, and costs. All remedies hereunder are cumulative and are in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.
- 15. FURTHER ASSURANCES. Lessee shall promptly execute and deliver [including circumstances where Lessee changes Carrier] to Equipment Solutions any documents and take such further action as Equipment Solutions may reasonably request to effectively carry out this Lease and to protect the rights and remedies of Equipment Solutions hereunder. Lessee authorizes Equipment Solutions to sign and execute any and all necessary forms to protect Equipment Solutions' rights and remedies related to the Equipment, including, but not limited to insurance claims, financing statements under the Uniform Commercial Code, and appropriate consents and waivers.
- **16. ASSIGNMENT.** The provisions of this Lease shall be binding upon, and shall inure to the benefit all of Equipment Solutions' assigns and successors, and any permitted successors and assigns of Lessee.
 - a. Without Equipment Solutions' prior written consent, Lessee shall not assign any of Lessee's rights hereunder or sublet or transfer the Equipment, which Equipment Solutions' consent shall be conditioned upon Lessee remaining liable for the full and faithful performance of all obligations of Lessee under this Lease. Lessee may sublease the Equipment, but only in accordance with this Lease.
 - b. Equipment Solutions may, at any time, with or without notice to Lessee, sell, transfer, assign, mortgage, and grant a security interest in this Lease, any Schedule, and the Equipment, in whole or in part, and in such event any such purchaser, transferee, assignee, or secured party will have the same rights as Equipment Solutions' hereunder. If any such sale, transfer, assignment, mortgage or security interest occurs, Lessee will still have the same rights and options, if any, in this Lease so long as no Event of Default then exists.
- 17. NOTICES. All notices required by this Lease shall be in writing and shall be deemed to have been given when delivered personally; when mailed with proper postage, for first class mail prepaid, addressed to Equipment Solutions or Lessee, as the case may be, at their respective addresses as set forth herein or at such other address as either of them shall designate in writing to the other, or in the case of Equipment Solutions' assigns, at the addresses designated by them in writing; when deposited with an overnight delivery company with the express charges prepaid and properly addressed to the other party at the foregoing addresses.
- 18. LATE CHARGES. If Lessee fails to pay any Lease Payment when the same becomes due, Lessee shall, upon written demand from Equipment Solutions, pay interest on such delinquent payment from the due date until paid (without regard to any grace period) at the lower of one and one-half percent (1-1/2%) per month or the maximum rate of interest permitted by law. If Lessee fails to pay on time and Equipment Solutions must refer Lessee's account to a third party for collection, a collection fee will be assessed by Equipment Solutions and will be due at the time of the referral to the third party. The fee will be calculated as a percentage of the amount due to the extent permitted, or not otherwise prohibited, by applicable law. Collection fees are intended to be a reasonable advance estimate of actual costs resulting from late payments and non-payments, which are not readily ascertainable and are difficult to predict.
- 19. PURCHASE OF THE EQUIPMENT. IF LESSEE IS NOT IN DEFAULT, LESSEE MAY PURCHASE THE EQUIPMENT AT THE EXPIRATION OF THE LEASE TERM FOR THE STIPULATED LOSS VALUE AT THE TIME, AS SHOWN ON <u>SCHEDULE A</u>, WHICH VALUE INCLUDES ADMINISTRATIVE-COST REIMBURSEMENTS AND MARKUPS BENEFITING EQUIPMENT SOLUTIONS. IN ADDITION, LESSEE MAY REQUEST TERMINATION OF THIS LEASE IN ORDER TO PURCHASE THE EQUIPMENT AT ANY TIME DURING THE LEASE. IF EQUIPMENT SOLUTIONS, IN ITS SOLE DISCRETION, GRANTS SUCH

REQUEST, SUCH TERMINATION SHALL BECOME EFFECTIVE, AND LESSEE SHALL RECEIVE TITLE TO THE EQUIPMENT, ONLY ON PAYMENT OF THE STIPULATED LOSS VALUE AT THE TIME AS SHOWN ON SCHEDULE A, WHICH VALUE INCLUDES ADMINISTRATIVE-COST REIMBURSEMENTS AND MARKUPS BENEFITING EQUIPMENT SOLUTIONS, PLUS ALL ACCRUED AND UNPAID LEASE PAYMENTS OWING FOR THE EQUIPMENT FOR ALL PERIODS COMMENCING PRIOR TO SUCH TERMINATION.

- 20. RETURN OF EQUIPMENT. Unless Lessee purchases the Equipment pursuant to this Lease, Lessee shall return the Equipment to Equipment Solutions, at Lessee's expense, at the expiration or termination of this Lease, to 3930 16th Avenue, SW, Cedar Rapids, Iowa or other location as instructed by Equipment Solutions, in the same Good Operating Condition as when leased, excepting only reasonable wear and tear from normal use, together with any license plates, registration certificates, or other equipment or documents, owned or in the name of Equipment Solutions, relating to the Equipment. Upon Lessee's request, Equipment Solutions may, in its sole discretion, allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Equipment Solutions, Lessee shall give Equipment Solutions at least twenty (20) days' notice of the return of the Equipment. At the expiration of this Lease, Equipment Rent will continue to accrue until such time as the Equipment is returned to the designated location. In addition, if Lessee does not timely return the Equipment to the location as instructed by Equipment Solutions, Equipment Solutions may, but is not required to, retrieve the Equipment, in which case Lessee will be charged the fee incurred by Equipment Solutions to recover the Equipment. This recovery fee is not an exclusive remedy for Lessee's failure to return the Equipment in compliance with this Lease and does not preclude Equipment Solutions from enforcing other rights or recovering any other remedies to which Equipment Solutions is entitled under this Lease.
- 21. MISCELLANEOUS. This Lease (including all Schedules and addendums executed by Lessee and Equipment Solutions) constitutes the entire agreement between Equipment Solutions and Lessee with respect to the leasing of the Equipment, and fully replaces and supersedes all prior agreements and undertakings (including attachments), oral and written, express or implied, or practices between the parties, relating to the same subject matter. No provision of this Lease may be changed, waived, discharged or terminated except by a written document, signed by both parties, except that Equipment Solutions may insert the serial number of the Equipment on any Schedule. If any provision (including any sentence or part of a sentence) of this Lease is declared invalid for any reason, such provision shall be deemed ineffective without invalidating the other provisions hereof. If Lessee fails to perform any of their obligations under the Lease, Equipment Solutions may, but shall not be obligated to, perform the same without thereby waiving such default, and any amount paid or expense or liability incurred by Equipment Solutions in such performance shall be paid or reimbursed by Lessee upon Equipment Solutions' demand.
- 22. GOVERNING LAW. This Lease shall in all respects be governed by and construed in accordance with the laws of the United States and, except as otherwise provided herein, the State of Iowa, without regard to the choice-of-law rules of Iowa or any other jurisdiction. THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS LEASE, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN LAW (INCLUDING BUT NOT LIMITED TO 49 C.F.R. PART 376), SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING LINN COUNTY, IOWA. EQUIPMENT SOLUTIONS AND LESSEE HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS.
- 23. PERSONAL PROPERTY. Equipment Solutions is not liable for loss or damage to personal property that Lessee or anyone else carries or keeps in the Equipment. If Lessee or anyone else has personal property in the Equipment at the time Equipment Solutions secures possession of the Equipment under this Lease, Equipment Solutions shall not be liable for any damage to, loss of, or disposition of such property.
- **24. CONSENT TO CONDUCT BUSINESS USING ELECTRONIC METHODS**. Equipment Solutions and Lessee consent to conduct business using any method permitted by applicable law. This consent encompasses the use of electronic methods (including email correspondence) to transmit and effect the signature of any document related to or required by this Lease. The parties agree that any document signed by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original paper document or handwritten signature.

Lessee and Equipment Solutions hereby execute this Equipment Lease on, at 12: 01 a.m.

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT:

- VEHICLES SUITABLE FOR LESSEE'S PROVISION OF SERVICES UNDER INDEPENDENT CONTRACTOR OPERATING AGREEMENTS WITH CRST EXPEDITED, INC. d/b/a CRST THE TRANSPORTATION SOLUTION, INC., AND OTHER MOTOR CARRIERS ARE AVAILABLE FOR PURCHASE OR LEASE FROM NUMEROUS COMPANIES OTHER THAN CRST EQUIPMENT **SOLUTIONS, INC.**;
- LESSEE IS FREE TO LEASE A VEHICLE OBTAINED FROM ANOTHER SOURCE TO SUCH **CARRIERS**; AND
- LESSEE IS NOT REQUIRED TO SIGN THIS EQUIPMENT LEASE AS A CONDITION OF ENTERING INTO AN INDEPENDENT CONTRACTOR OPERATING AGREEMENT WITH ANY SUCH CARRIERS.

LESSEE By X	Authouy Hicks	Title Owner	Date 01 / 16 / 2025			
Printed Name	Anthony Hicks					
	Γ SOLUTIONS	Michelle Witherspoon	Date 01 / 16 / 2025			
Printed Name:	Michelle Witherspoon					
and severally the prompt p shall not be r this guaranty failure to per Equipment, o insolvency or	unconditionally guarante erformance of all of Less equired to exhaust its ren . The undersigned waives a fect a security interest, an or Lessee. The obligations	e the due, regular, and punctual pee's obligations and duties under nedies against Lessee or the Equipany right to notice or of consent to nendment, release, settlement, exte under this guaranty shall survive This guaranty is effective as of the	been received, the undersigned jointly ayment of all Lease Payments due and the above Lease. Equipment Solutions ment as a condition of recovery under acceptance of this guaranty, or default, nsion, or compromise of the Lease, the any initiation by or against Lessee of e earlier of the Start Date of the above			
Guarantor's Si	gnature	Guarantor's Signat	ure			
Printed Name		Printed Name				
Street Address	Street Address Street Address					
City, State, Zip Code City, State, Zip Code						
Date		Date				

Case 1:24-cv-00082-CJW-KEM

CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT

Lessee certifies that the Equipment identified as follows:

EQUIPMENT DESCRIPTION								
YEAR	2021	MAKE	FRTL	MODEL	CASCADIA	ENGINE TYPE	DD15	
VIN		MILEAGE	574264	UNIT#	104338			

3AKJHHDR2MSMA9747

has been received by Lessee; that all necessary installations have been completed; that Lessee has inspected the Equipment before signing the Lease and found the Equipment to be in Good Operating Condition; that, in all respects, the Equipment is satisfactory to Lessee; and that the Equipment is accepted "as is" by Lessee for all purposes under the Lease. The Equipment is correctly described in this Lease, and Equipment Solutions is authorized to insert serial numbers on the Lease.

LESSEE By X	Authouy Hicks		
Printed Name	Anthony Hicks	Title	
Date Accepted	01 / 16 / 2025		
Location Wher	e Delivery of Equipment Was Made:	Mableton	,GA
		City	State

Document Ref: BJMKT-8RR2A-6KAEK-9QUB3

CRST Equipment Solutions, Inc.

3930 16th Avenue, SW Cedar Rapids, IA 52404 Phone: (319) 289-7850

lpc@crst.com

AUTHORIZATION AND ASSIGNMENT

To: CRST Expedited, Inc. d/b/a CRST The Transportation Solution, Inc. ("Carrier")

- 1. The undersigned Lessee hereby authorizes and directs Carrier to pay CRST Equipment Solutions, Inc., 3930 16th Avenue, SW, Cedar Rapids, Iowa 52404 ("Equipment Solutions"), the Equipment Rent, and all other items owed to Equipment Solutions under the Equipment Lease entered into by Lessee and Equipment Solutions on 01 / 17 / 2025 ("Lease") (Equipment Rent and all other items collectively referred to as "Lease Payments") in varying amounts communicated by Equipment Solutions to Carrier each week, and to deduct these amounts from Lessee's weekly settlement under Lessee's Independent Contractor Operating Agreement ("ICOA") with Carrier. The weekly deductions shall begin on the First Lease Payment Date shown on the page 1 of the Lease and weekly thereafter for 49 (__) consecutive weeks or until the balance due has been paid to Equipment Solutions.
- 2. If Lessee's ICOA with Carrier expires or is terminated for any reason and a subsequent carrier is not approved by Equipment Solutions, Carrier is hereby authorized and directed to use all final settlement compensation, escrow funds, or other amounts due Lessee under the ICOA, after deducting amounts due Carrier, to pay Equipment Solutions any Lease Payment amounts still owed by Lessee to Equipment Solutions, except as provided in herein, and only thereafter to pay the balance to Lessee.
- 3. At such time as Lessee's ICOA with Carrier expires or is terminated, Carrier is authorized and directed to immediately notify Equipment Solutions of the expiration or termination.
- 4. Carrier is authorized and directed to supply Equipment Solutions, upon request, a copy of Lessee's ICOA.

LESSEE				
ву Х	Authouy Hicks	Title	Date _	01 / 16 / 2025
Printed Name	Anthony Hicks			

SCHEDULE A PAGE 1

104338

STIPULATED LOSS VALUE SCHEDULE

The parties to this Agreement agree that the Stipulated Loss Value of the Equipment is the amount shown below for each payment period with an implied interest rate of percent.

	Payment	s	stipulated Loss		Payment	Stipulated Loss									
No.	Date		Value	No.	Date	Value									
1	2/7/2025	S	49,213	53	Date	v aluc	105	Date	- v arue	157	Date	value	209	Date	value
2	2/14/2025	\$	48,852	54			106			158			210		
3	2/21/2025	s	48,490	55			107			159			211		
4	2/28/2025	s	48,128	56			108			160			212		
5	3/7/2025	S	47,765	57			109			161			213		
6	3/14/2025	S	47,401	58			110			162			214		
7	3/21/2025	S	47,036	59			111			163			215		
8	3/28/2025	S	46,670	60			112			164			216		
9	4/4/2025	S	46,304	61			113			165			217		
10	4/11/2025	\$	45,937	62			113			166			218		
11	4/18/2025	\$	45,569	63			115			167			219		
12	4/25/2025	\$		64			116			168			220		
13	5/2/2025	s S	45,201	65			116			169			220		
14		s S	44,831	66						170			221		
	5/9/2025		44,461				118						222		
15	5/16/2025	S	44,090	67			119			171					
16	5/23/2025	S	43,718	68			120			172			224		
17	5/30/2025	S	43,346	69			121			173			225		
18	6/6/2025	S	42,973	70			122			174			226		
19	6/13/2025	S	42,599	71			123			175			227		
20	6/20/2025	S	42,224	72			124			176			228		
21	6/27/2025	S	41,848	73			125			177			229		
22	7/4/2025	S	41,471	74			126			178			230		
23	7/11/2025	S	41,094	75			127			179			231		
24	7/18/2025	S	40,716	76			128			180			232		
25	7/25/2025	S	40,337	77			129			181			233		
26	8/1/2025	S	39,958	78			130			182			234		
27	8/8/2025	\$	39,577	79			131			183			235		
28	8/15/2025	\$	39,196	80			132			184			236		
29	8/22/2025	\$	38,814	81			133			185			237		
30	8/29/2025	\$	38,431	82			134			186			238		
31	9/5/2025	\$	38,047	83			135			187			239		
32	9/12/2025	\$	37,663	84			136			188			240		
33	9/19/2025	\$	37,277	85			137			189			241		
34	9/26/2025	\$	36,891	86			138			190			242		
35	10/3/2025	\$	36,504	87			139			191			243		
36	10/10/2025	\$	36,116	88			140			192			244		
37	10/17/2025	\$	35,728	89			141			193			245		
38	10/24/2025	\$	35,338	90			142			194			246		
39	10/31/2025	\$	34,948	91			143			195			247		
40	11/7/2025	\$	34,557	92			144			196			248		
41	11/14/2025	\$	34,165	93			145			197			249		
42	11/21/2025	\$	33,772	94			146			198			250		
43	11/28/2025	\$	33,379	95			147			199			251		
44	12/5/2025	\$	32,985	96			148			200			252		
45	12/12/2025	\$	32,589	97			149			201			253		
46	12/19/2025	\$	32,193	98			150			202			254		
47	12/26/2025	\$	31,796	99			151			203			255		
48	1/2/2026	\$	31,399	100			152			204			256		
49	1/9/2026	\$	31,000	101			153			205			257		
50				102			154			206			258		
51				103			155			207			259		
52				104			156			208			260		

This SCHEDULE A, which completely replaces and supersedes any earlier schedule, addendum, or other provision of this lease relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below:

By: _____Anthony Hicks

01 / 16 / $2025^{\rm rinted\ Name\ and\ Title}$

Date

LESSOR: CRSTLincoln Sales Inc.
Wickelle Witherspoon

Michelle Witherspoon
Printed Name and Title

01 / 17 / 2025

SCHEDULE B

INSURANCE

- **LESSEE'S INSURANCE OBLIGATIONS.** Lessee shall procure, carry, and maintain, at Lessee's sole expense, the following minimum insurance coverages during this Lease:
 - a. Non-Trucking (Bobtail) Liability Insurance. Commercial automobile liability insurance which shall provide coverage to Lessee whenever the Equipment is not being operated on behalf of, or in the business, of a motor carrier (including, but not limited to, whenever the Equipment is being operated on behalf of Lessee alone) in a combined single limit of not less than one million dollars (\$1,000,000), with a deductible no greater than one thousand dollars (\$1,000), for injury or death to any person or for damages to property in any one occurrence. Such coverage shall be primary to any other insurance that may be available from Equipment Solutions. Lessee shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit. Lessee shall also provide Equipment Solutions with a certificate of insurance evidencing the foregoing insurance, and naming Equipment Solutions as additional insured.
 - b. Physical Damage Insurance. Physical damage insurance that will provide coverage to Lessee at all times in a combined single limit of no less than the Stipulated Loss Value of the Equipment as shown in Schedule A for the next date after the occurrence, with a deductible no greater than two thousand five hundred dollars (\$2,500), for physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) in any one occurrence. Such coverage shall be primary to any other insurance that may be available from Equipment Solutions. Lessee shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit. Equipment Solutions shall be named as Loss Payee on Lessee's physical damage insurance.
 - c. Other Insurance. In addition to the insurance coverages required under Sections 1(a)-(b) above, it is solely Lessee's responsibility to procure, carry, and maintain any other insurance coverage that Lessee may desire for the Equipment or for Lessee's health care or other needs. Lessee holds Equipment Solutions harmless with respect to loss of or damage to Lessee's Equipment, trailer, or other property, and Equipment Solutions has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to Lessee's Equipment, trailer, or other property. Lessee acknowledges that Equipment Solutions may, and Lessee hereby authorizes Equipment Solutions to, waive, reject, or reduce no-fault, uninsured, and underinsured motorist coverage from Equipment Solutions' insurance policies to the extent allowed under applicable laws Equipment Solutions, and Lessee shall cooperate in the completion of all necessary documentation for such waiver, election, rejection, or reduction.
- REQUIREMENTS APPLICABLE TO ALL OF LESSEE'S INSURANCE COVERAGES. Lessee shall procure insurance policies providing the above-described coverages solely from insurance carriers that are AM Best "A"-rated (or of equivalent financial strength in the commercially reasonable judgment of Equipment Solutions), and Lessee shall not operate the Equipment under this Lease unless and until Equipment Solutions has determined that the policies are acceptable (Equipment Solutions' approval shall not be unreasonably withheld). Lessee shall furnish to Equipment Solutions written certificates (and policies if requested by Equipment Solutions) obtained from Lessee's insurance carrier or carriers showing that all coverages required by this Lease have been procured from insurance carriers that are AM Best "A"-rated (or of equivalent financial strength in the commercially reasonable judgment of Equipment Solutions), that the coverages are being properly maintained, and that the premiums thereof are paid. Each insurance certificate shall specify the name of the insurance carrier, the policy number, the expiration date, list Equipment Solutions and Equipment Solutions' assigns as additional insureds with primary coverage, and show that written notice of cancellation or modification of the policy shall be given to Equipment Solutions and Equipment Solutions' assigns at least thirty (30) days prior to such cancellation or modification.

LESSEE'S LIABILITY IF REQUIRED COVERAGES ARE NOT MAINTAINED. In addition to Lessee's indemnity obligations to Equipment Solutions under this Lease, Lessee agrees to defend, indemnify, and hold Equipment Solutions harmless from any direct, indirect, or consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property that Equipment Solutions may incur arising out of or in connection with Lessee's failure to maintain the insurance coverages required by this Lease. In addition, Lessee, on behalf of Lessee's insurer, expressly waives all subrogation rights against Equipment Solutions, and, in the event of a subrogation action brought by Lessee's insurer, Lessee agrees to defend, indemnify, and hold Equipment Solutions harmless from such claim.

This SCHEDULE B, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of this Lease relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below:

LESSEE	EQUIPMENT SOLUTIONS: CRST Equipme Solutions, Inc.
By: X Authouy Hicks	Michelle Witherspoon By:
Signature	Signature Signature
Anthony Hicks	01 / 16 / 2025
Printed Name and Title	—— Date
01 / 16 / 2025	
Date	

SCHEDULE C

Miscellaneous Overall Lease Payment Items. Lessee agrees to pay Equipment Solutions applicable Lease Payment items, including, but not limited to, the items set forth in the table below, in the next-following weekly Lease Payment. Where no dollar figure is listed in the table below, the amount will be computed as indicated in the column headed "Amount or Method of Computation." Except as otherwise indicated in that column, (a) Equipment Solutions shall charge Lessee no administrative ("admin.") fee or markup and (b) Equipment Solutions shall credit Lessee with all rebates, discounts, credits, or refunds that correspond to particular charge-backs or deductions that Equipment Solutions receives while this Lease is in effect or, in the case of taxes and fees, even after this Lease is terminated.

LEASE PAYMENT ITEM	AMOUNT OR METHOD OF COMPUTATION
Changes, alterations, modifications, improvements in the	Amount Equipment Solutions paid or otherwise incurred
Equipment required by law, approved by Equipment	
Solutions, or removed at Lessee's expense because not approved by Equipment Solutions	
Claims, losses, damages, or expenses (including reasonable	Amount Equipment Solutions paid or otherwise incurred, as
attorneys' fees) under Lease	further specified in Lease
Equipment Purchase	See Lease § 19 and Schedule A
Equipment Rent	See table on page 1 of Lease. Equipment Rent payments
	include administrative-cost reimbursements and markups
	benefiting Equipment Solutions as well as interest and Mileage
	Charges
Federal Heavy Highway Vehicle Use Tax	\$10.58 per week (the \$550 annual tax divided by 52 weeks)
Late Charges on amount of Equipment Rent and other	1.5% per month (18% annually) or maximum lawful rate if less
charges due under Lease § 18	
Licenses, permits, taxes, other operating expenses, related	Amount Equipment Solutions paid or otherwise incurred,
levies, fines, penalties, liens, and encumbrances pursuant to	including administrative-cost reimbursements and markups
Lease § 2	benefiting Equipment Solutions
Termination-related expenses and losses - Equipment Rent	Actual amount Equipment Solutions paid or otherwise incurred
and all other amounts due under this Lease	

<u>Supporting Information</u>. Equipment Solutions shall provide Lessee with a written explanation and itemization of any amounts owed pursuant to this Lease. With respect to all amounts in the table above, Equipment Solutions shall make available to Lessee, upon request, copies of those documents that are necessary to determine the validity of the amount.

THIS SCHEDULE C, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of this Lease relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below.

LESSEE	EQUIPMENT SOLUTIONS: CRST Equipment
By: X Authouy Hicks	Solutions, Inc. Michelle Witherspoon By:
Anthony Hicks Printed Name and Title	Michelle Witherspoon Lease Manager Printed Name and Title
01 / 16 / 2025	01 / 16 / 2025
Date	Date

SCHEDULE D

During the term of the Lease, Equipment Solutions shall furnish, at Equipment Solutions' expense, maintenance services for the Equipment subject to this Lease, at an operational level that is sufficient to perform in a safe and timely manner, the intended and customary functions of the Equipment in accordance with the maintenance schedules found at the following link:1

https://careers.crst.com/lease-intervals

¹ Maintenance schedules found at this link are subject to change based on manufacturer requirements and recommendations, or as required by ES policies and procedures or applicable law.

Signature Certificate

Reference number: BJMKT-8RR2A-6KAEK-9QUB3

Signer Timestamp Signature

Michelle Witherspoon

Email: lpc1@crst.com

Sent: 16 Jan 2025 20:52:43 UTC Signed: 16 Jan 2025 20:52:44 UTC Michelle Witherspoon

IP address: 32.143.207.154 Location: Birmingham, United States

Anthony Hicks

Email:

 Sent:
 16 Jan 2025 20:52:43 UTC

 Viewed:
 16 Jan 2025 22:15:11 UTC

 Signed:
 16 Jan 2025 22:18:21 UTC

Recipient Verification:

✓ Email verified 16 Jan 2025 22:15:11 UTC

Authouy Hicks

IP address:

Location: Antioch, United States

Document completed by all parties on:

16 Jan 2025 22:18:21 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



EXHIBIT B

W&J Brooke Transport LLC's Equipment Lease

Equipment Lease

Lessee Business Name: Anthony Hicks

DBA (If Applicable): W & J Brooke Transport LLC

Street Address: 1464 Grosbeak PL SW

City/State/Zip: Shallotte, NC 28470

Contact/Principle Business Owner: Check One: [☐ Solo☐ Team **OPERATION TYPE** (See Section 3 below regarding Team Operation obligations)

Email Phone

CRST Equipment Solutions, Inc. 3930 16th Avenue, SW

Cedar Rapids, IA 52404 Phone: (319) 289-7850

lpc@crst.com

EQUIPMENT DESCRIPTION								
YEAR 2022 MAKE FRTL				MODEL	CASCADIA	ENGINE DD15		
VIN	3AKJHHDR2N	SNC1210		MILEAGE	541651	UNIT # 104542		

	LEASE TERMS							
START DATE	LENGTH (WEEKS)	BASE RENT* (WEEKLY)						
01 / 21 / 2025	70	\$465						
FIRST LEASE PAYMENT DATE	SECURITY DEPOSIT	IMPLIED INTEREST RATE						
02 / 14 / 2025	\$0.00	11%						
TOTAL LEASE PAYMENTS	PURCHASE PRICE/STIP LOSS VALUE	MILEAGE CHARGE* [Check One]						
\$32550	\$31,000	\$.20 per mile for all dispatched miles (loaded and empty) as included on Electronic On-Board Recorder (EOBR) dispatch information						
		\$.16 per mile for all dispatched miles (loaded and empty) as included on EOBR dispatch information						
CARRIER** CRST Expedited, Inc. d/b/a CRST The Transportation Solution, Inc. MC#114273 1332 Edgewood Rd SW Cedar Rapids, IA 52404								

^{*}Base Rent and Mileage Charge payments include administrative cost reimbursements and markups benefiting CRST Equipment Solutions, Inc.

^{**} See also Section 2(e) below.

This **Equipment Lease (With Maintenance)**, including all attached Schedules and addendums (collectively "Lease") is entered into by and between Lessor, CRST Equipment Solutions, Inc., an Iowa corporation ("Equipment Solutions"), with its principal place of business at 3930 16th Avenue, SW, Cedar Rapids, IA 52406-0068, and the abovenamed Lessee.

1. LEASE OF EQUIPMENT. Equipment Solutions shall lease to Lessee the vehicle(s) described above, (the "Equipment"), on the terms and conditions in this Lease. Lessee acknowledges Lessee is not required to enter into this Lease and could have, prior to entering this Lease with Equipment Solutions, chosen to lease similar equipment from another equipment leasing company.

2. LEASE TERMS AND PAYMENTS.

- **a.** Length. The lease length is specified in the table above.
- b. <u>Lease Payments</u>. The Equipment rent shall consist of the weekly Base Rent Payments (including an implied interest assessment) and Mileage Charges (which is additional rent determined in Equipment Solutions' sole discretion based on wear and tear of the Equipment) (referred to as "Equipment Rent"), which includes administrative-cost reimbursements and markups benefiting Equipment Solutions. The Equipment Rent and all other items owed to Equipment Solutions under the Lease ("Lease Payments") shall be due and payable, starting on the First Lease Payment Date specified on the cover page above, and weekly thereafter. All Lease Payments shall be payable, without notice or demand, at the above address of Equipment Solutions or at such other place as Equipment Solutions designates in writing.
- c. Additional Obligations. In addition to the Lease Payments and except to the extent Carrier expressly assumes the following obligations through the ICOA (defined below), Lessee shall be responsible for acquiring and paying for any plates, licenses, or permits necessary to operate the Equipment and any federal, state, or local taxes and fees, including the Federal Heavy Vehicle Use Tax, registration fees, weight-distance taxes, state property taxes, sales taxes (including in connection with this Lease transaction), highway use taxes, ferry, bridge, tunnel, and road tolls, or other charges assessed against the Equipment arising from Lessee's use, as well as all fuel costs, fuel taxes, empty mileage, loading and unloading expenses, detention and accessorial charges, and any other costs of operating the Equipment. Lessee's liability for these taxes, fees, and other expenses shall survive the expiration of this Lease.
- d. Method of Payment. Lessee agrees to timely pay all Lease Payments to Equipment Solutions. Lessee may arrange for the motor carrier to which Lessee has leased the Equipment pursuant to a written agreement contemplated by 49 C.F.R. Part 376 (an Independent Contractor Operating Agreement, hereafter "ICOA") to deduct the Lease Payments from Lessee's earned and available settlement compensation and/or escrow fund balances under the ICOA ("ICOA Funds") and remit them to Equipment Solutions. Notwithstanding anything to the contrary, if Lessee elects to have Carrier deduct and remit Lease Payments to Equipment Solutions on Lessee's behalf, Lessee remains responsible for all Lease Payments and, in the event Carrier fails to make timely payment of any Lease Payment, Lessee agrees to immediately make payment of such to Equipment Solutions.
- e. Portability. The Equipment shall be operated under the proper licenses, permits and motor carrier authority by Lessee pursuant to an ICOA in effect between Lessee and a lawfully operating for-hire or private motor carrier with sufficient financial strength. In the event the ICOA between Lessee and the Carrier identified on the cover page of this Lease is no longer in effect, and Lessee signs an independent contractor agreement with another motor carrier, then Equipment Solutions may, in its sole discretion, approve Lessee's continued exclusive possession, control, and use of the Equipment as set forth herein, but such other motor carrier must have the capability and willingness to deduct Lessee's Lease Payments from Lessee's compensation under its agreement with the new motor carrier and remit them to Equipment Solutions as stated in the Authorization and Assignment attached hereto. For Equipment Solutions to approve Lessee's continued possession, control and use of the Equipment in these instances, the following conditions must also be satisfied.

- Lessee does not owe Equipment Solutions any Lease Payments; i.
- The new motor carrier: (i) does not have, and has not had at any time within the preceding two (2) years, an "Unsatisfactory" or "Conditional" safety rating from the Federal Motor Carrier Safety Administration, the; and
- Lessee gives ten (10) days' written notice of Lessee's intention to change motor carriers.
- **OPERATION TYPE: TEAM OR SOLO.** Lessee agrees to operate the Equipment as Team or Solo as designated on the cover page above. If at any time during this Lease, Lessee desires to change Operation Type, Lessee must provide a written request to Equipment Solutions to change Operation Type, but Equipment Solutions may in its sole discretion approve or deny such request, and any change in Operation Type may require additional terms and conditions mutually agreeable to the parties. Unless and until Equipment Solutions approves a request, the terms and conditions of this Lease shall continue to apply; provided, however, that any Solo Operation that desires to change to a Team Operation will be responsible for any corresponding increase in Lease Payments associated with Team Operations from the date the Solo Operation brings on a team driver.
- **DELIVERY AND ACCEPTANCE.** Equipment Solutions will provide Lessee a choice of Equipment. Equipment Solutions is not responsible for any failure or delay in delivering the Equipment to Lessee. Upon delivery of the Equipment to Lessee, and before Lessee's acceptance of the Equipment, Lessee shall inspect the Equipment and, unless Lessee gives prompt written notice of any defect, including that the Equipment is not in Good Operating Condition (defined as roadworthy and meeting all applicable Federal and state regulatory requirements as to safety and equipment), Lessee shall sign and deliver to Equipment Solutions an Acceptance Certificate, in the attached form, covering the Equipment. Lessee's signing the Acceptance Certificate will establish that, as between Equipment Solutions and Lessee, Lessee has unconditionally accepted the Equipment as-is, including all modifications, options, added features and ancillary equipment, for all purposes of this Lease and has agreed that the Equipment is in Good Operating Condition.
- NO OFFSET. Lessee has no right to offset any Lease Payments for any claims Lessee may have against Equipment Solutions or any affiliate of Equipment Solutions, either now or in the future. All Lease Payments must be paid in full when due.
- **DISCLAIMER OF WARRANTIES.** Equipment Solutions is not the manufacturer or vendor of the Equipment and makes no representations or warranties of any kind regarding the Equipment, including, but not limited to, the design or condition of the Equipment, its merchantability or fitness for a particular purpose, or its capacity or durability, or the quality of the material or workmanship, or conformity of the Equipment to the provisions and specifications of any purchase order related to the Equipment, or any patent infringement or patent or latent defects. By signing this Lease, Lessee acknowledges the foregoing disclaimer by Equipment Solutions.
- 7. USE, MAINTENANCE, AND INSPECTION OF EQUIPMENT.
 - Use of Equipment. Except as set forth otherwise in this Lease, Lessee shall use the Equipment exclusively in the operation of Carrier's transportation business and in compliance with all applicable laws (including all Federal Motor Carrier Safety Regulations ("FMCSRs"), and other highway safety, vehicle inspection, vehicle maintenance, traffic, road, truck size-and-weight, hazardous materials transportation, environmental, health, cargo security, or other laws and regulations) and applicable insurance policy conditions. Lessee agrees to ensure that all drivers or operators of the Equipment possess valid commercial driver's licenses and meet all applicable federal and state driver qualifications and motor vehicle safety requirements (including the FMCSRs). Lessee will be responsible for the payment of any fines or other penalties arising out of any violations of laws and regulations related to the Equipment during the term of this Lease. Lessee agrees to pay the cost of modifications to the Equipment required by applicable law as to place and nature of operations to which Equipment is subjected to during the term of this Lease. Nothing in this Lease authorizes Lessee, itself

or through any of its drivers, to operate the Equipment, or to incur any liability or obligation, on Equipment Solutions' behalf.

Maintenance and Repairs.

- i. Maintenance Furnished During Lease Term. Except as otherwise set forth herein, during the term of the Lease, and only during that time, Equipment Solutions shall furnish, at Equipment Solutions' expense, maintenance services for the Equipment, at an operational level that is sufficient to perform in a safe and timely manner, the intended and customary functions of the Equipment (See Schedule D). Such maintenance services (including but not limited to all labor, parts and supplies) shall occur at the maintenance facilities of a provider specified or approved by Equipment Solutions.
- ii. Equipment Solutions shall maintain each unit of Equipment in compliance with all applicable originalequipment-manufacturer maintenance procedures and warranty policies, and the safety standards for over-the-road vehicles and emissions controls, and the Federal Motor Carrier Safety Act. Equipment Solutions will follow the applicable preventive maintenance schedule (See Schedule D) and Lessee shall cooperate by making the Equipment available for such scheduled maintenance in a timely manner.
- Lessee is responsible for all repairs and/or replacements caused by loss of or damage to the Equipment iii. or its systems or components (including, but not limited to its tires, brakes, glass, mattresses, fire extinguishers, and triangle kits), resulting from (1) a collision or other serious accident, whether or not caused by Lessee; (2) abusive or negligent handling of the Equipment by Lessee (including but not limited to using excessive speed downhill and causing rear-end failures through spin-outs); (3) theft or vandalism, whether or not caused by Lessee; (4) Lessee's fuel starvation of the Equipment; (5) Lessee's engaging of the power-divider incorrectly; (6) Lessee's failure to drain air tanks daily following each use; or (7) any other act or omission of Lessee where such loss or damage could reasonably have been prevented. Any such repairs shall be performed only with the consent of Equipment Solutions and as set forth in this Lease. Lessee shall keep the Equipment interior clean and free of debris to allow for proper accomplishment of services and repairs; and Lessee shall defer all non-safety-related maintenance requests until the Equipment's next scheduled servicing. Lessee may also be responsible for inverter installations and removals (but only with Equipment Solutions' prior approval).
- iv. Notwithstanding the foregoing, Equipment Solutions will provide road service (including towing) for Equipment mechanical and tire failures, caused by any failure on Equipment Solutions' part to perform, in a commercially reasonable manner, the maintenance and inspection services required by this Lease.
- Lessee shall return the Equipment to a maintenance facility as set forth herein for inspection, preventive maintenance and repair at scheduled times as agreed upon by the parties. Any concerns Lessee has with the condition of the Equipment shall be promptly reported to Equipment Solutions and Lessee shall follow Equipment Solutions' reasonable instructions regarding the Equipment. Any concern Lessee has regarding the safe operations of the Equipment as to third-party safety. Lessee safety or protection of the Equipment hereby obligates Lessee to safely cease operations of the Equipment and provide verbal followed by written notice of all safety issues to Equipment Solutions. To prevent damage, Lessee shall also conduct pre-trip inspections of the Equipment, including checking oil and coolant levels, tire pressure, and any DOT-specified in-service item. In addition, Lessee agrees to have a full annual inspection pursuant to 49 C.F.R. § 396.17 performed on the Equipment at least once every 365 days and to have any necessary maintenance or repairs identified during that process performed and completed as required by Equipment Solutions. Lessee agrees to provide Equipment Solutions with a copy of the annual inspection report, as well as promptly forwarding to Equipment Solutions all other inspection, maintenance, and repair records for the Equipment, upon completion of such inspection, maintenance, or repair. Upon Equipment Solutions' request, Lessee shall permit Equipment Solutions to have access to the Equipment at all reasonable

Filed 12/15/25

- times for the purpose of inspection and examination, including the periodic inspections mandated by this Lease, including Schedule D.
- vi. Equipment Solutions shall have no responsibility for any repair or service to the Equipment away from its facilities or Equipment Solutions-approved facilities unless authorized by Equipment Solutions in writing and documented by a properly-receipted and itemized bill for such repairs or services, listing the Equipment Solutions' Unit Number for the Equipment. Lessee. Lessee at Lessee's expense, shall safely transport the Equipment to Equipment Solutions or the Equipment Solutions-approved facility for regular and emergency maintenance services.
- vii. Equipment Solutions shall not be obligated to provide substitute vehicles or to pay for Lessee's hotel/lodging, meals, or other incidental or operating expenses while maintenance or repairs are being performed on the Equipment.
- Modifications to Equipment. Lessee shall make no addition, improvement, or modification to the Equipment, or change or remove any item that is or will be affixed to the Equipment unless Equipment Solutions gives Lessee written permission in advance. When Lessee returns the Equipment to Equipment Solutions, any item Lessee affixed with Equipment Solutions' approval may be removed only if Equipment Solutions reasonably determines that removal will not damage or lessen the value of the Equipment and Lessee pays for any such removal. Any alteration Equipment Solutions does not approve in writing shall be removed at Lessee's expense or retained by Equipment Solutions as its property, at Equipment Solutions' discretion.
- Inspection/Use of Equipment in California. The Lessee of Equipment (if a heavy-duty tractor) understands that when using Equipment to pull a long box-type trailer on a highway within California, the Equipment must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure the Equipment is compliant. The regulations may require the Equipment to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of the Equipment in California if it is a model year 2011 or later and is not a U.S. EPA SmartWay Certified, if a Tractor, Cal. Code Regs. tit. 17, § 95302(a)(42)(B) (emphasis in original).
- TITLE TO AND LOCATION OF EQUIPMENT. As between Equipment Solutions and Lessee, Lessee shall have exclusive possession, control, and use of the Equipment for the duration of this Lease, and shall assume complete responsibility for the operation of the Equipment. However, Lessee is not buying the Equipment during this Lease. This Lease constitutes a lease and Equipment Solutions is merely allowing Lessee to use the Equipment, with an option to purchase it at the successful completion of the Lease Term. The Equipment shall at all times be and remain property of Equipment Solutions, notwithstanding that any items may now or hereafter be affixed to the Equipment, and title thereto shall at all times during this Lease remain in Equipment Solutions. The relationship between Equipment Solutions and Lessee shall always be only that of lessor and lessee. Lessee agrees that Equipment Solutions is entitled to and shall have the right to claim the following tax benefits with respect to the Equipment: (a) depreciation deductions for Federal Income Tax purposes and depreciation or cost recovery deductions for Iowa and any other applicable state income tax purposes, and (b) all items of income and deduction relating to this Lease. Upon Equipment Solutions' request, Lessee agrees to affix a tag, plate or stencil to the Equipment showing Equipment Solutions' right, interest or title thereto. Provided that Lessee is not in default in any manner, and subject to the terms of this Lease, Equipment Solutions agrees that it will not interfere with Lessee's quiet enjoyment and use of the Equipment during the Lease.
- **INDEMNIFICATION.** Lessee shall indemnify, defend, and hold Equipment Solutions and its assigns harmless from and against any claim (including any for which Equipment Solutions is not indemnified by its insurance) of direct, indirect, or consequential loss, damage, delay, fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation (together "Damages") that Equipment Solutions incurs arising out of Lessee's (including Lessee's agents' or employees') negligence, gross negligence, willful misconduct, or other culpable acts or omissions in inspecting, maintaining, or using the Equipment or otherwise performing, or failing to perform, Lessee's obligations under this Lease. Lessee hereby authorizes Equipment Solutions to charge Lessee back for all amounts

- due Equipment Solutions under this Section. The parties' obligations under this Section shall survive the expiration or earlier termination of this Lease as to events that occurred, or obligations incurred during its term.
- 10. LIENS AND ENCUMBRANCES. Lessee shall not directly or indirectly create or permit to exist and shall promptly and at Lessee's expense discharge, any lien, charge, or encumbrance on the Equipment, except for any lien, charge, or encumbrance resulting solely from the acts of Equipment Solutions.
- 11. LOSS, DAMAGE OR DESTRUCTION. Lessee is responsible for loss, damage, theft, or destruction of or to the Equipment. If the Equipment becomes lost, stolen, destroyed, irreparably damaged, confiscated, requisitioned, or commandeered (herein called a "Loss"), Lessee shall promptly notify Equipment Solutions thereof in writing and:
 (a) On the Lease Payment date following the date of such Loss, Lessee shall pay Equipment Solutions all accrued and unpaid Lease Payments owing for the Equipment for all periods commencing prior to such date; and (b) Equipment Solutions and Lessee agree to keep each other informed of any reporting information relating to the Loss and shall cooperate with each other and insurers in the investigation of the Loss.
- 12. INSURANCE. Lessee's obligations as to insurance shall be as set forth in attached Schedule B ("Insurance").
- **13. DEFAULT.** Lessee shall be in default under this Lease upon the happening of any of the following events or conditions (herein called "Events of Default"):
 - **a.** Lessee fails to make any Lease Payment, or other obligations owed to Equipment Solutions by Lessee, within fourteen (14) days of the payment due date.
 - **b.** Lessee fails to perform or observe any other covenant, obligation, or agreement under this Lease, and such failure continues for ten (10) days after written notice by Equipment Solutions to Lessee.
 - **c.** Lessee makes an assignment for the benefit of creditors, or bankruptcy, arrangement, reorganization, liquidation, insolvency, receivership, or dissolution proceedings shall be instituted by or against Lessee, and if instituted against Lessee, shall be consented to or be pending and not dismissed for a period of 30 days.
 - **d.** Lessee abandons the Equipment or the Equipment or any part thereof, is taken via foreclosure, levy, execution, attachment or other process of law or equity enforced against Lessee.
 - e. If, in Equipment Solutions' sole, reasonable opinion, Lessee neglects, abuses or misuses the Equipment in any way, threatens to sell or take unlawful possession of the Equipment, or otherwise takes any other action which Equipment Solutions reasonably believes threatens Equipment Solutions' interest in the Equipment or this Lease.
 - f. If, during the term of this Lease, Lessee's ICOA with the Carrier designated above or such similar agreement with a carrier later approved pursuant to this Lease is terminated prior to the expiration of its term, or expires without immediate renewal.
- **14. REMEDIES OF EQUIPMENT SOLUTIONS.** Upon the occurrence of an Event of Default, Equipment Solutions, in its sole discretion, may exercise any one or more of the remedies set forth below:
 - **a.** Terminate this Lease immediately, upon written notice to Lessee.
 - **b.** Declare the entire amount of unpaid Rent, Lease Payments, or other obligations then accrued for the Equipment immediately due and payable.
 - **c.** Cause Lessee, at their expense, to promptly return the Equipment at such place as Equipment Solutions designates. If Lessee does not return the Equipment as instructed, Equipment Solutions may, without liability, enter on the premises where the Equipment is located, and without notice or process, take immediate possession of the Equipment.

- **d.** Charge back to Lessee all accrued and unpaid Lease Payments or other obligations owing for the Equipment prior to the Event of Default.
- e. Lessee will also be responsible for and pay to Equipment Solutions all expenses of any kind incurred by Equipment Solutions in enforcing its remedies, including reasonable attorney's fees, litigation expenses, and costs. All remedies hereunder are cumulative and are in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.
- 15. FURTHER ASSURANCES. Lessee shall promptly execute and deliver [including circumstances where Lessee changes Carrier] to Equipment Solutions any documents and take such further action as Equipment Solutions may reasonably request to effectively carry out this Lease and to protect the rights and remedies of Equipment Solutions hereunder. Lessee authorizes Equipment Solutions to sign and execute any and all necessary forms to protect Equipment Solutions' rights and remedies related to the Equipment, including, but not limited to insurance claims, financing statements under the Uniform Commercial Code, and appropriate consents and waivers.
- **16. ASSIGNMENT.** The provisions of this Lease shall be binding upon, and shall inure to the benefit all of Equipment Solutions' assigns and successors, and any permitted successors and assigns of Lessee.
 - a. Without Equipment Solutions' prior written consent, Lessee shall not assign any of Lessee's rights hereunder or sublet or transfer the Equipment, which Equipment Solutions' consent shall be conditioned upon Lessee remaining liable for the full and faithful performance of all obligations of Lessee under this Lease. Lessee may sublease the Equipment, but only in accordance with this Lease.
 - b. Equipment Solutions may, at any time, with or without notice to Lessee, sell, transfer, assign, mortgage, and grant a security interest in this Lease, any Schedule, and the Equipment, in whole or in part, and in such event any such purchaser, transferee, assignee, or secured party will have the same rights as Equipment Solutions' hereunder. If any such sale, transfer, assignment, mortgage or security interest occurs, Lessee will still have the same rights and options, if any, in this Lease so long as no Event of Default then exists.
- 17. NOTICES. All notices required by this Lease shall be in writing and shall be deemed to have been given when delivered personally; when mailed with proper postage, for first class mail prepaid, addressed to Equipment Solutions or Lessee, as the case may be, at their respective addresses as set forth herein or at such other address as either of them shall designate in writing to the other, or in the case of Equipment Solutions' assigns, at the addresses designated by them in writing; when deposited with an overnight delivery company with the express charges prepaid and properly addressed to the other party at the foregoing addresses.
- 18. LATE CHARGES. If Lessee fails to pay any Lease Payment when the same becomes due, Lessee shall, upon written demand from Equipment Solutions, pay interest on such delinquent payment from the due date until paid (without regard to any grace period) at the lower of one and one-half percent (1-1/2%) per month or the maximum rate of interest permitted by law. If Lessee fails to pay on time and Equipment Solutions must refer Lessee's account to a third party for collection, a collection fee will be assessed by Equipment Solutions and will be due at the time of the referral to the third party. The fee will be calculated as a percentage of the amount due to the extent permitted, or not otherwise prohibited, by applicable law. Collection fees are intended to be a reasonable advance estimate of actual costs resulting from late payments and non-payments, which are not readily ascertainable and are difficult to predict.
- 19. PURCHASE OF THE EQUIPMENT. IF LESSEE IS NOT IN DEFAULT, LESSEE MAY PURCHASE THE EQUIPMENT AT THE EXPIRATION OF THE LEASE TERM FOR THE STIPULATED LOSS VALUE AT THE TIME, AS SHOWN ON <u>SCHEDULE A</u>, WHICH VALUE INCLUDES ADMINISTRATIVE-COST REIMBURSEMENTS AND MARKUPS BENEFITING EQUIPMENT SOLUTIONS. IN ADDITION, LESSEE MAY REQUEST TERMINATION OF THIS LEASE IN ORDER TO PURCHASE THE EQUIPMENT AT ANY TIME DURING THE LEASE. IF EQUIPMENT SOLUTIONS, IN ITS SOLE DISCRETION, GRANTS SUCH

REQUEST, SUCH TERMINATION SHALL BECOME EFFECTIVE, AND LESSEE SHALL RECEIVE TITLE TO THE EQUIPMENT, ONLY ON PAYMENT OF THE STIPULATED LOSS VALUE AT THE TIME AS SHOWN ON SCHEDULE A, WHICH VALUE INCLUDES ADMINISTRATIVE-COST REIMBURSEMENTS AND MARKUPS BENEFITING EQUIPMENT SOLUTIONS, PLUS ALL ACCRUED AND UNPAID LEASE PAYMENTS OWING FOR THE EQUIPMENT FOR ALL PERIODS COMMENCING PRIOR TO SUCH TERMINATION.

- 20. RETURN OF EQUIPMENT. Unless Lessee purchases the Equipment pursuant to this Lease, Lessee shall return the Equipment to Equipment Solutions, at Lessee's expense, at the expiration or termination of this Lease, to 3930 16th Avenue, SW, Cedar Rapids, Iowa or other location as instructed by Equipment Solutions, in the same Good Operating Condition as when leased, excepting only reasonable wear and tear from normal use, together with any license plates, registration certificates, or other equipment or documents, owned or in the name of Equipment Solutions, relating to the Equipment. Upon Lessee's request, Equipment Solutions may, in its sole discretion, allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Equipment Solutions, Lessee shall give Equipment Solutions at least twenty (20) days' notice of the return of the Equipment. At the expiration of this Lease, Equipment Rent will continue to accrue until such time as the Equipment is returned to the designated location. In addition, if Lessee does not timely return the Equipment to the location as instructed by Equipment Solutions, Equipment Solutions may, but is not required to, retrieve the Equipment, in which case Lessee will be charged the fee incurred by Equipment Solutions to recover the Equipment. This recovery fee is not an exclusive remedy for Lessee's failure to return the Equipment in compliance with this Lease and does not preclude Equipment Solutions from enforcing other rights or recovering any other remedies to which Equipment Solutions is entitled under this Lease.
- 21. MISCELLANEOUS. This Lease (including all Schedules and addendums executed by Lessee and Equipment Solutions) constitutes the entire agreement between Equipment Solutions and Lessee with respect to the leasing of the Equipment, and fully replaces and supersedes all prior agreements and undertakings (including attachments), oral and written, express or implied, or practices between the parties, relating to the same subject matter. No provision of this Lease may be changed, waived, discharged or terminated except by a written document, signed by both parties, except that Equipment Solutions may insert the serial number of the Equipment on any Schedule. If any provision (including any sentence or part of a sentence) of this Lease is declared invalid for any reason, such provision shall be deemed ineffective without invalidating the other provisions hereof. If Lessee fails to perform any of their obligations under the Lease, Equipment Solutions may, but shall not be obligated to, perform the same without thereby waiving such default, and any amount paid or expense or liability incurred by Equipment Solutions in such performance shall be paid or reimbursed by Lessee upon Equipment Solutions' demand.
- 22. GOVERNING LAW. This Lease shall in all respects be governed by and construed in accordance with the laws of the United States and, except as otherwise provided herein, the State of Iowa, without regard to the choice-of-law rules of Iowa or any other jurisdiction. THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS LEASE, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN LAW (INCLUDING BUT NOT LIMITED TO 49 C.F.R. PART 376), SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING LINN COUNTY, IOWA. EQUIPMENT SOLUTIONS AND LESSEE HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS.
- 23. PERSONAL PROPERTY. Equipment Solutions is not liable for loss or damage to personal property that Lessee or anyone else carries or keeps in the Equipment. If Lessee or anyone else has personal property in the Equipment at the time Equipment Solutions secures possession of the Equipment under this Lease, Equipment Solutions shall not be liable for any damage to, loss of, or disposition of such property.
- **24. CONSENT TO CONDUCT BUSINESS USING ELECTRONIC METHODS**. Equipment Solutions and Lessee consent to conduct business using any method permitted by applicable law. This consent encompasses the use of electronic methods (including email correspondence) to transmit and effect the signature of any document related to or required by this Lease. The parties agree that any document signed by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original paper document or handwritten signature.

Lessee and Equipment Solutions hereby execute this Equipment Lease on, at 12: 01 a.m.

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT:

- VEHICLES SUITABLE FOR LESSEE'S PROVISION OF SERVICES UNDER INDEPENDENT CONTRACTOR OPERATING AGREEMENTS WITH CRST EXPEDITED, INC. d/b/a CRST THE TRANSPORTATION SOLUTION, INC., AND OTHER MOTOR CARRIERS ARE AVAILABLE FOR PURCHASE OR LEASE FROM NUMEROUS COMPANIES OTHER THAN CRST EQUIPMENT **SOLUTIONS, INC.**;
- LESSEE IS FREE TO LEASE A VEHICLE OBTAINED FROM ANOTHER SOURCE TO SUCH **CARRIERS**; AND
- LESSEE IS NOT REQUIRED TO SIGN THIS EQUIPMENT LEASE AS A CONDITION OF ENTERING INTO AN INDEPENDENT CONTRACTOR OPERATING AGREEMENT WITH ANY **SUCH CARRIERS.**

LESSEE By X	Authouy Hicks	Title Owner	Date 01/22/2025
Printed Name	Anthony Hicks		
EQUIPMENT S By /s/	OLUTIONS	Michelle Witherspoon	Date 01 / 21 / 2025
Printed Name:	Michelle Witherspoon		
and severally ur the prompt perf shall not be req this guaranty. T failure to perfect Equipment, or la insolvency or ba	nconditionally guaranted formance of all of Lesse uired to exhaust its rem he undersigned waives a t a security interest, am Lessee. The obligations	e the due, regular, and punctual re's obligations and duties under edies against Lessee or the Equal right to notice or of consent endment, release, settlement, exunder this guaranty shall survice this guaranty is effective as of	tye been received, the undersigned jointly payment of all Lease Payments due and the above Lease. Equipment Solution appear to acceptance of this guaranty, or default atension, or compromise of the Lease, the tye any initiation by or against Lessee of the earlier of the Start Date of the above
Guarantor's Signa	ature	Guarantor's Sign	nature
Printed Name		Printed Name	
Street Address		Street Address	
City, State, Zip C	Code	City, State, Zip	Code
Date		Date	

Case 1:24-cv-00082-CJW-KEM

CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT

Lessee certifies that the Equipment identified as follows:

	EQUIPMENT DESCRIPTION									
YEAR	2022	MAKE	FRTL	MODEL	CASCADIA	ENGINE TYPE	DD15			
VIN		MILEAGE	541636	UNIT#	104542					

3AKJHHDR2NSNC1210

has been received by Lessee; that all necessary installations have been completed; that Lessee has inspected the Equipment before signing the Lease and found the Equipment to be in Good Operating Condition; that, in all respects, the Equipment is satisfactory to Lessee; and that the Equipment is accepted "as is" by Lessee for all purposes under the Lease. The Equipment is correctly described in this Lease, and Equipment Solutions is authorized to insert serial numbers on the Lease.

_Title	
Carlisle	,PA

CRST Equipment Solutions, Inc.

3930 16th Avenue, SW Cedar Rapids, IA 52404 Phone: (319) 289-7850 lpc@crst.com

AUTHORIZATION AND ASSIGNMENT

To: CRST Expedited, Inc. d/b/a CRST The Transportation Solution, Inc. ("Carrier")

1.	The undersigned Lessee hereby authorizes and directs Carrier to pay CRST Equipment Solutions, Inc., 3930 16th
	Avenue, SW, Cedar Rapids, Iowa 52404 ("Equipment Solutions"), the Equipment Rent, and all other items owed to
	Equipment Solutions under the Equipment Lease entered into by Lessee and Equipment Solutions on 01/21/2025
	("Lease") (Equipment Rent and all other items collectively referred to as "Lease Payments") in varying amounts
	communicated by Equipment Solutions to Carrier each week, and to deduct these amounts from Lessee's weekly
	settlement under Lessee's Independent Contractor Operating Agreement ("ICOA") with Carrier. The weekly
	deductions shall begin on the First Lease Payment Date shown on the page 1 of the Lease and weekly thereafter for
	() consecutive weeks or until the balance due has been paid to Equipment Solutions.

- 2. If Lessee's ICOA with Carrier expires or is terminated for any reason and a subsequent carrier is not approved by Equipment Solutions, Carrier is hereby authorized and directed to use all final settlement compensation, escrow funds, or other amounts due Lessee under the ICOA, after deducting amounts due Carrier, to pay Equipment Solutions any Lease Payment amounts still owed by Lessee to Equipment Solutions, except as provided in herein, and only thereafter to pay the balance to Lessee.
- 3. At such time as Lessee's ICOA with Carrier expires or is terminated, Carrier is authorized and directed to immediately notify Equipment Solutions of the expiration or termination.
- 4. Carrier is authorized and directed to supply Equipment Solutions, upon request, a copy of Lessee's ICOA.

LESSEE			
ву Х	Authouy Hicks	Title	Date
Printed Name	Anthony Hicks	<u> </u>	

SCHEDULE A

STIPULATED LOSS VALUE SCHEDULE

The parties to this Agreement agree that the Stipulated Loss Value of the Equipment is the amount shown below for each payment period with an implied interest rate of percent.

with an implied into	erest rate of percent.								т	ruck#	104542				
	Payment		Stipulated Loss		Payment	Stipulated Loss		Payment	Stipulated Loss		Payment	Stipulated Loss		Payment	Stipulated Loss
No.	Date		Value	No.	Date	Value	No.	Date	Value	No.	Date	Value	No.	Date	Value
1	2/14/2025	\$	56,618	53	2/13/2026	\$ 37,663	105			157			209		
2	2/21/2025	\$	56,273	54	2/20/2026	\$ 37,277	106			158			210		
3	2/28/2025	\$	55,927	55	2/27/2026	\$ 36,891	107			159			211		
4	3/7/2025	\$	55,580	56	3/6/2026	\$ 36,504	108			160			212		
5	3/14/2025	\$	55,233	57	3/13/2026	\$ 36,116	109			161			213		
6	3/21/2025	\$	54,885	58	3/20/2026	\$ 35,728	110			162			214		
7	3/28/2025	\$	54,536	59	3/27/2026	\$ 35,338	111			163			215		
8	4/4/2025	\$	54,186	60	4/3/2026	\$ 34,948	112			164			216		
9	4/11/2025	\$	53,836	61	4/10/2026	\$ 34,557	113			165			217		
10	4/18/2025	\$	53,485	62	4/17/2026	\$ 34,165	114			166			218		
11	4/25/2025	\$	53,133	63	4/24/2026	\$ 33,772	115			167			219		
12	5/2/2025	\$	52,780	64	5/1/2026	\$ 33,379	116			168			220		
13	5/9/2025	\$	52,427	65	5/8/2026	\$ 32,984	117			169			221		
14	5/16/2025	\$	52,073	66	5/15/2026	\$ 32,589	118			170			222		
15	5/23/2025	\$	51,718	67	5/22/2026	\$ 32,193	119			171			223		
16	5/30/2025	\$	51,362	68	5/29/2026	\$ 31,796	120			172			224		
17	6/6/2025	\$	51,006	69	6/5/2026	\$ 31,399	121			173			225		
18	6/13/2025	\$	50,649	70	6/12/2026	\$ 31,000	122			174			226		
19	6/20/2025	\$ \$	50,291 49,932	71 72			123 124			175 176			227 228		
20 21	6/27/2025 7/4/2025	\$	49,932	73			124			176			228		
22	7/11/2025	\$	49,213	74			125			178			230		
23	7/18/2025	\$	48,852	75			120			178			231		
24	7/25/2025	\$	48,490	76			128			180			232		
25	8/1/2025	s	48,128	77			129			181			233		
26	8/8/2025	\$	47,765	78			130			182			234		
27	8/15/2025	\$	47,401	79			131			183			235		
28	8/22/2025	s	47,036	80			132			184			236		
29	8/29/2025	S	46,670	81			133			185			237		
30	9/5/2025	S	46,304	82			134			186			238		
31	9/12/2025	\$	45,937	83			135			187			239		
32	9/19/2025	\$	45,569	84			136			188			240		
33	9/26/2025	\$	45,201	85			137			189			241		
34	10/3/2025	\$	44,831	86			138			190			242		
35	10/10/2025	\$	44,461	87			139			191			243		
36	10/17/2025	\$	44,090	88			140			192			244		
37	10/24/2025	\$	43,718	89			141			193			245		
38	10/31/2025	\$	43,346	90			142			194			246		
39	11/7/2025	\$	42,973	91			143			195			247		
40	11/14/2025	\$	42,599	92			144			196			248		
41	11/21/2025	\$	42,224	93			145			197			249		
42	11/28/2025	\$	41,848	94			146			198			250		
43	12/5/2025	\$	41,471	95			147			199			251		
44 45	12/12/2025	\$	41,094	96 97			148			200			252		
45	12/19/2025 12/26/2025	\$ \$	40,716 40,337	97			149 150			201 202			253 254		
46 47	1/2/2026	\$	40,337 39,958	98 99			150			202			254 255		
48	1/9/2026	\$	39,938	100			151			203			255 256		
48	1/16/2026	S	39,377	100			152			204			257		
50	1/23/2026	S	38,814	101			153			205			257		
51	1/30/2026	\$	38,431	102			155			207			259		
52	2/6/2026	\$	38,047	103			156			207			260		
32	2/0/2020	٠	30,047	104			150			200			200		

This SCHEDULE A, which completely replaces and supersedes any earlier schedule, addendum, or other provision of this lease relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below:

LESSOR: **

LESSEE Authouy Hicks

Anthony Hicks Signature

01 / 22 / 2025 $^{\rm Brinted\ Name\ and\ Title}$

Date

Michelle Witherspoon

01 / 21 Printed Vanyand Title

Date

SCHEDULE B

INSURANCE

- **LESSEE'S INSURANCE OBLIGATIONS.** Lessee shall procure, carry, and maintain, at Lessee's sole expense, the following minimum insurance coverages during this Lease:
 - a. Non-Trucking (Bobtail) Liability Insurance. Commercial automobile liability insurance which shall provide coverage to Lessee whenever the Equipment is not being operated on behalf of, or in the business, of a motor carrier (including, but not limited to, whenever the Equipment is being operated on behalf of Lessee alone) in a combined single limit of not less than one million dollars (\$1,000,000), with a deductible no greater than one thousand dollars (\$1,000), for injury or death to any person or for damages to property in any one occurrence. Such coverage shall be primary to any other insurance that may be available from Equipment Solutions. Lessee shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit. Lessee shall also provide Equipment Solutions with a certificate of insurance evidencing the foregoing insurance, and naming Equipment Solutions as additional insured.
 - b. Physical Damage Insurance. Physical damage insurance that will provide coverage to Lessee at all times in a combined single limit of no less than the Stipulated Loss Value of the Equipment as shown in Schedule A for the next date after the occurrence, with a deductible no greater than two thousand five hundred dollars (\$2,500), for physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) in any one occurrence. Such coverage shall be primary to any other insurance that may be available from Equipment Solutions. Lessee shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit. Equipment Solutions shall be named as Loss Payee on Lessee's physical damage insurance.
 - c. Other Insurance. In addition to the insurance coverages required under Sections 1(a)-(b) above, it is solely Lessee's responsibility to procure, carry, and maintain any other insurance coverage that Lessee may desire for the Equipment or for Lessee's health care or other needs. Lessee holds Equipment Solutions harmless with respect to loss of or damage to Lessee's Equipment, trailer, or other property, and Equipment Solutions has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to Lessee's Equipment, trailer, or other property. Lessee acknowledges that Equipment Solutions may, and Lessee hereby authorizes Equipment Solutions to, waive, reject, or reduce no-fault, uninsured, and underinsured motorist coverage from Equipment Solutions' insurance policies to the extent allowed under applicable laws Equipment Solutions, and Lessee shall cooperate in the completion of all necessary documentation for such waiver, election, rejection, or reduction.
- REQUIREMENTS APPLICABLE TO ALL OF LESSEE'S INSURANCE COVERAGES. Lessee shall procure insurance policies providing the above-described coverages solely from insurance carriers that are AM Best "A"-rated (or of equivalent financial strength in the commercially reasonable judgment of Equipment Solutions), and Lessee shall not operate the Equipment under this Lease unless and until Equipment Solutions has determined that the policies are acceptable (Equipment Solutions' approval shall not be unreasonably withheld). Lessee shall furnish to Equipment Solutions written certificates (and policies if requested by Equipment Solutions) obtained from Lessee's insurance carrier or carriers showing that all coverages required by this Lease have been procured from insurance carriers that are AM Best "A"-rated (or of equivalent financial strength in the commercially reasonable judgment of Equipment Solutions), that the coverages are being properly maintained, and that the premiums thereof are paid. Each insurance certificate shall specify the name of the insurance carrier, the policy number, the expiration date, list Equipment Solutions and Equipment Solutions' assigns as additional insureds with primary coverage, and show that written notice of cancellation or modification of the policy shall be given to Equipment Solutions and Equipment Solutions' assigns at least thirty (30) days prior to such cancellation or modification.

LESSEE'S LIABILITY IF REQUIRED COVERAGES ARE NOT MAINTAINED. In addition to Lessee's indemnity obligations to Equipment Solutions under this Lease, Lessee agrees to defend, indemnify, and hold Equipment Solutions harmless from any direct, indirect, or consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property that Equipment Solutions may incur arising out of or in connection with Lessee's failure to maintain the insurance coverages required by this Lease. In addition, Lessee, on behalf of Lessee's insurer, expressly waives all subrogation rights against Equipment Solutions, and, in the event of a subrogation action brought by Lessee's insurer, Lessee agrees to defend, indemnify, and hold Equipment Solutions harmless from such claim.

This SCHEDULE B, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of this Lease relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below:

LESSEE	EQUIPMENT Solutions, Inc.	SOLUTIONS:	CRST	Equipment
By: X Authouy Hicks	By:	Michelle Witherspoon		
Signature	Signature			
Anthony Hicks	01 / 21 /	2025		
Printed Name and Title	— Date			
01 / 22 / 2025				
Date				

SCHEDULE C

<u>Miscellaneous Overall Lease Payment Items</u>. Lessee agrees to pay Equipment Solutions applicable Lease Payment items, including, but not limited to, the items set forth in the table below, in the next-following weekly Lease Payment. Where no dollar figure is listed in the table below, the amount will be computed as indicated in the column headed "Amount or Method of Computation." Except as otherwise indicated in that column, (a) Equipment Solutions shall charge Lessee no administrative ("admin.") fee or markup and (b) Equipment Solutions shall credit Lessee with all rebates, discounts, credits, or refunds that correspond to particular charge-backs or deductions that Equipment Solutions receives while this Lease is in effect or, in the case of taxes and fees, even after this Lease is terminated.

LEASE PAYMENT ITEM	AMOUNT OR METHOD OF COMPUTATION
Changes, alterations, modifications, improvements in the Equipment required by law, approved by Equipment Solutions, or removed at Lessee's expense because not approved by Equipment Solutions	Amount Equipment Solutions paid or otherwise incurred
Claims, losses, damages, or expenses (including reasonable attorneys' fees) under Lease	Amount Equipment Solutions paid or otherwise incurred, as further specified in Lease
Equipment Purchase	See Lease § 19 and Schedule A
Equipment Rent	See table on page 1 of Lease. Equipment Rent payments include administrative-cost reimbursements and markups benefiting Equipment Solutions as well as interest and Mileage Charges
Federal Heavy Highway Vehicle Use Tax	\$10.58 per week (the \$550 annual tax divided by 52 weeks)
Late Charges on amount of Equipment Rent and other charges due under Lease § 18	1.5% per month (18% annually) or maximum lawful rate if less
Licenses, permits, taxes, other operating expenses, related levies, fines, penalties, liens, and encumbrances pursuant to Lease § 2	Amount Equipment Solutions paid or otherwise incurred, including administrative-cost reimbursements and markups benefiting Equipment Solutions
Termination-related expenses and losses - Equipment Rent and all other amounts due under this Lease	Actual amount Equipment Solutions paid or otherwise incurred

Supporting Information. Equipment Solutions shall provide Lessee with a written explanation and itemization of any amounts owed pursuant to this Lease. With respect to all amounts in the table above, Equipment Solutions shall make available to Lessee, upon request, copies of those documents that are necessary to determine the validity of the amount.

THIS SCHEDULE C, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of this Lease relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below.

LESSEE	EQUIPMENT SOLUTIONS: CRST Equipment			
By: X Authouy Hicks	Solutions, Inc. Michelle Witherspoon By:			
Anthony Hicks Printed Name and Title	Michelle Witherspoon Lease Manager Printed Name and Title			
01 / 22 / 2025	01 / 21 / 2025			
Date	Date			

SCHEDULE D

During the term of the Lease, Equipment Solutions shall furnish, at Equipment Solutions' expense, maintenance services for the Equipment subject to this Lease, at an operational level that is sufficient to perform in a safe and timely manner, the intended and customary functions of the Equipment in accordance with the maintenance schedules found at the following link:1

https://careers.crst.com/lease-intervals

¹ Maintenance schedules found at this link are subject to change based on manufacturer requirements and recommendations, or as required by ES policies and procedures or applicable law.

Signature Certificate

Reference number: XJUBH-STGJ7-RYKB3-ME3TO

Signer Timestamp Signature

Michelle Witherspoon

Email: lpc1@crst.com

 Sent:
 21 Jan 2025 21:10:57 UTC

 Signed:
 21 Jan 2025 21:10:57 UTC

Michelle Witherspoon

IP address: 32.143.207.154 Location: Birmingham, United States

Anthony Hicks

Email:

 Sent:
 21 Jan 2025 21:10:57 UTC

 Viewed:
 22 Jan 2025 12:23:34 UTC

 Signed:
 22 Jan 2025 12:25:32 UTC

Recipient Verification:

✓ Email verified 22 Jan 2025 12:23:34 UTC

Authouy Hicks

IP address:

Location: Antioch, United States

Document completed by all parties on:

22 Jan 2025 12:25:32 UTC

Page 1 of 1



Signed with PandaDoc

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EXHIBIT C

Weche's Equipment Lease

Equipment Lease

Lessee Business Name: Daniel Weche

DBA (If Applicable):

Street Address: 5134 Bernard Cir Apt 241

City/State/Zip: Tampa, FL 33617

Contact/Principle Business Owner: Phone

OPERATION TYPE (See Section 3 below regarding Team Operation obligations)

CRST Equipment Solutions, Inc.

3930 16th Avenue, SW Cedar Rapids, IA 52404 Phone: (319) 289-7850

lpc@crst.com

Email

Check One: [☐ Solo☐ Team

	EQUIPMENT DESCRIPTION						
YEAR	2022	MAKE	FRTL	MODEL	CASCADIA	ENGINE TYPE	D15
VIN	3AKJHHDR6N	SND1416		MILEAGE	463838	UNIT#	104758

LEASE TERMS				
START DATE	LENGTH (WEEKS)	BASE RENT* (WEEKLY)		
05 / 09 / 2025	121	\$465		
FIRST LEASE PAYMENT DATE	SECURITY DEPOSIT	IMPLIED INTEREST RATE		
05 / 30 / 2025	\$0.00	11%		
TOTAL LEASE PAYMENTS	PURCHASE PRICE/STIP LOSS VALUE	MILEAGE CHARGE* [Check One]		
\$56,265.00	\$31,000	Flatbed \$.20 per mile for all dispatched miles (loaded and empty) as included on Electronic On-Board Recorder (EOBR) dispatch information		
		\$.16 per mile for all dispatched miles (loaded and empty) as included on EOBR dispatch information		
CARRIER**				
CRST Expedited, Inc. d/b/a CRST The Transportation				
Solution, Inc. MC#114273				
1332 Edgewood Rd SW Cedar Rapids, IA 52404				
4D D (1349 C) (1 1 1		L L CONCERT		

^{*}Base Rent and Mileage Charge payments include administrative cost reimbursements and markups benefiting CRST Equipment Solutions, Inc.

^{**} See also Section 2(e) below.

This **Equipment Lease (With Maintenance)**, including all attached Schedules and addendums (collectively "Lease") is entered into by and between Lessor, CRST Equipment Solutions, Inc., an Iowa corporation ("Equipment Solutions"), with its principal place of business at 3930 16th Avenue, SW, Cedar Rapids, IA 52406-0068, and the abovenamed Lessee.

1. LEASE OF EQUIPMENT. Equipment Solutions shall lease to Lessee the vehicle(s) described above, (the "Equipment"), on the terms and conditions in this Lease. Lessee acknowledges Lessee is not required to enter into this Lease and could have, prior to entering this Lease with Equipment Solutions, chosen to lease similar equipment from another equipment leasing company.

2. LEASE TERMS AND PAYMENTS.

- **a.** Length. The lease length is specified in the table above.
- b. <u>Lease Payments</u>. The Equipment rent shall consist of the weekly Base Rent Payments (including an implied interest assessment) and Mileage Charges (which is additional rent determined in Equipment Solutions' sole discretion based on wear and tear of the Equipment) (referred to as "Equipment Rent"), which includes administrative-cost reimbursements and markups benefiting Equipment Solutions. The Equipment Rent and all other items owed to Equipment Solutions under the Lease ("Lease Payments") shall be due and payable, starting on the First Lease Payment Date specified on the cover page above, and weekly thereafter. All Lease Payments shall be payable, without notice or demand, at the above address of Equipment Solutions or at such other place as Equipment Solutions designates in writing.
- c. Additional Obligations. In addition to the Lease Payments and except to the extent Carrier expressly assumes the following obligations through the ICOA (defined below), Lessee shall be responsible for acquiring and paying for any plates, licenses, or permits necessary to operate the Equipment and any federal, state, or local taxes and fees, including the Federal Heavy Vehicle Use Tax, registration fees, weight-distance taxes, state property taxes, sales taxes (including in connection with this Lease transaction), highway use taxes, ferry, bridge, tunnel, and road tolls, or other charges assessed against the Equipment arising from Lessee's use, as well as all fuel costs, fuel taxes, empty mileage, loading and unloading expenses, detention and accessorial charges, and any other costs of operating the Equipment. Lessee's liability for these taxes, fees, and other expenses shall survive the expiration of this Lease.
- d. Method of Payment. Lessee agrees to timely pay all Lease Payments to Equipment Solutions. Lessee may arrange for the motor carrier to which Lessee has leased the Equipment pursuant to a written agreement contemplated by 49 C.F.R. Part 376 (an Independent Contractor Operating Agreement, hereafter "ICOA") to deduct the Lease Payments from Lessee's earned and available settlement compensation and/or escrow fund balances under the ICOA ("ICOA Funds") and remit them to Equipment Solutions. Notwithstanding anything to the contrary, if Lessee elects to have Carrier deduct and remit Lease Payments to Equipment Solutions on Lessee's behalf, Lessee remains responsible for all Lease Payments and, in the event Carrier fails to make timely payment of any Lease Payment, Lessee agrees to immediately make payment of such to Equipment Solutions.
- e. Portability. The Equipment shall be operated under the proper licenses, permits and motor carrier authority by Lessee pursuant to an ICOA in effect between Lessee and a lawfully operating for-hire or private motor carrier with sufficient financial strength. In the event the ICOA between Lessee and the Carrier identified on the cover page of this Lease is no longer in effect, and Lessee signs an independent contractor agreement with another motor carrier, then Equipment Solutions may, in its sole discretion, approve Lessee's continued exclusive possession, control, and use of the Equipment as set forth herein, but such other motor carrier must have the capability and willingness to deduct Lessee's Lease Payments from Lessee's compensation under its agreement with the new motor carrier and remit them to Equipment Solutions as stated in the Authorization and Assignment attached hereto. For Equipment Solutions to approve Lessee's continued possession, control and use of the Equipment in these instances, the following conditions must also be satisfied.

- Lessee does not owe Equipment Solutions any Lease Payments; i.
- The new motor carrier: (i) does not have, and has not had at any time within the preceding two (2) years, an "Unsatisfactory" or "Conditional" safety rating from the Federal Motor Carrier Safety Administration, the; and
- Lessee gives ten (10) days' written notice of Lessee's intention to change motor carriers.
- **OPERATION TYPE: TEAM OR SOLO.** Lessee agrees to operate the Equipment as Team or Solo as designated on the cover page above. If at any time during this Lease, Lessee desires to change Operation Type, Lessee must provide a written request to Equipment Solutions to change Operation Type, but Equipment Solutions may in its sole discretion approve or deny such request, and any change in Operation Type may require additional terms and conditions mutually agreeable to the parties. Unless and until Equipment Solutions approves a request, the terms and conditions of this Lease shall continue to apply; provided, however, that any Solo Operation that desires to change to a Team Operation will be responsible for any corresponding increase in Lease Payments associated with Team Operations from the date the Solo Operation brings on a team driver.
- **DELIVERY AND ACCEPTANCE.** Equipment Solutions will provide Lessee a choice of Equipment. Equipment Solutions is not responsible for any failure or delay in delivering the Equipment to Lessee. Upon delivery of the Equipment to Lessee, and before Lessee's acceptance of the Equipment, Lessee shall inspect the Equipment and, unless Lessee gives prompt written notice of any defect, including that the Equipment is not in Good Operating Condition (defined as roadworthy and meeting all applicable Federal and state regulatory requirements as to safety and equipment), Lessee shall sign and deliver to Equipment Solutions an Acceptance Certificate, in the attached form, covering the Equipment. Lessee's signing the Acceptance Certificate will establish that, as between Equipment Solutions and Lessee, Lessee has unconditionally accepted the Equipment as-is, including all modifications, options, added features and ancillary equipment, for all purposes of this Lease and has agreed that the Equipment is in Good Operating Condition.
- NO OFFSET. Lessee has no right to offset any Lease Payments for any claims Lessee may have against Equipment Solutions or any affiliate of Equipment Solutions, either now or in the future. All Lease Payments must be paid in full when due.
- **DISCLAIMER OF WARRANTIES.** Equipment Solutions is not the manufacturer or vendor of the Equipment and makes no representations or warranties of any kind regarding the Equipment, including, but not limited to, the design or condition of the Equipment, its merchantability or fitness for a particular purpose, or its capacity or durability, or the quality of the material or workmanship, or conformity of the Equipment to the provisions and specifications of any purchase order related to the Equipment, or any patent infringement or patent or latent defects. By signing this Lease, Lessee acknowledges the foregoing disclaimer by Equipment Solutions.
- 7. USE, MAINTENANCE, AND INSPECTION OF EQUIPMENT.
 - Use of Equipment. Except as set forth otherwise in this Lease, Lessee shall use the Equipment exclusively in the operation of Carrier's transportation business and in compliance with all applicable laws (including all Federal Motor Carrier Safety Regulations ("FMCSRs"), and other highway safety, vehicle inspection, vehicle maintenance, traffic, road, truck size-and-weight, hazardous materials transportation, environmental, health, cargo security, or other laws and regulations) and applicable insurance policy conditions. Lessee agrees to ensure that all drivers or operators of the Equipment possess valid commercial driver's licenses and meet all applicable federal and state driver qualifications and motor vehicle safety requirements (including the FMCSRs). Lessee will be responsible for the payment of any fines or other penalties arising out of any violations of laws and regulations related to the Equipment during the term of this Lease. Lessee agrees to pay the cost of modifications to the Equipment required by applicable law as to place and nature of operations to which Equipment is subjected to during the term of this Lease. Nothing in this Lease authorizes Lessee, itself

or through any of its drivers, to operate the Equipment, or to incur any liability or obligation, on Equipment Solutions' behalf.

b. Maintenance and Repairs.

- i. Maintenance Furnished During Lease Term. Except as otherwise set forth herein, during the term of the Lease, and only during that time, Equipment Solutions shall furnish, at Equipment Solutions' expense, maintenance services for the Equipment, at an operational level that is sufficient to perform in a safe and timely manner, the intended and customary functions of the Equipment (See Schedule D). Such maintenance services (including but not limited to all labor, parts and supplies) shall occur at the maintenance facilities of a provider specified or approved by Equipment Solutions.
- ii. Equipment Solutions shall maintain each unit of Equipment in compliance with all applicable original-equipment-manufacturer maintenance procedures and warranty policies, and the safety standards for over-the-road vehicles and emissions controls, and the Federal Motor Carrier Safety Act. Equipment Solutions will follow the applicable preventive maintenance schedule (See Schedule D) and Lessee shall cooperate by making the Equipment available for such scheduled maintenance in a timely manner.
- iii. Lessee is responsible for all repairs and/or replacements caused by loss of or damage to the Equipment or its systems or components (including, but not limited to its tires, brakes, glass, mattresses, fire extinguishers, and triangle kits), resulting from (1) a collision or other serious accident, whether or not caused by Lessee; (2) abusive or negligent handling of the Equipment by Lessee (including but not limited to using excessive speed downhill and causing rear-end failures through spin-outs); (3) theft or vandalism, whether or not caused by Lessee; (4) Lessee's fuel starvation of the Equipment; (5) Lessee's engaging of the power-divider incorrectly; (6) Lessee's failure to drain air tanks daily following each use; or (7) any other act or omission of Lessee where such loss or damage could reasonably have been prevented. Any such repairs shall be performed only with the consent of Equipment Solutions and as set forth in this Lease. Lessee shall keep the Equipment interior clean and free of debris to allow for proper accomplishment of services and repairs; and Lessee shall defer all non-safety-related maintenance requests until the Equipment's next scheduled servicing. Lessee may also be responsible for inverter installations and removals (but only with Equipment Solutions' prior approval).
- iv. Notwithstanding the foregoing, Equipment Solutions will provide road service (including towing) for Equipment mechanical and tire failures, caused by any failure on Equipment Solutions' part to perform, in a commercially reasonable manner, the maintenance and inspection services required by this Lease.
- Lessee shall return the Equipment to a maintenance facility as set forth herein for inspection, preventive maintenance and repair at scheduled times as agreed upon by the parties. Any concerns Lessee has with the condition of the Equipment shall be promptly reported to Equipment Solutions and Lessee shall follow Equipment Solutions' reasonable instructions regarding the Equipment. Any concern Lessee has regarding the safe operations of the Equipment as to third-party safety, Lessee safety or protection of the Equipment hereby obligates Lessee to safely cease operations of the Equipment and provide verbal followed by written notice of all safety issues to Equipment Solutions. To prevent damage, Lessee shall also conduct pre-trip inspections of the Equipment, including checking oil and coolant levels, tire pressure, and any DOT-specified in-service item. In addition, Lessee agrees to have a full annual inspection pursuant to 49 C.F.R. § 396.17 performed on the Equipment at least once every 365 days and to have any necessary maintenance or repairs identified during that process performed and completed as required by Equipment Solutions. Lessee agrees to provide Equipment Solutions with a copy of the annual inspection report, as well as promptly forwarding to Equipment Solutions all other inspection, maintenance, and repair records for the Equipment, upon completion of such inspection, maintenance, or repair. Upon Equipment Solutions' request, Lessee shall permit Equipment Solutions to have access to the Equipment at all reasonable

- times for the purpose of inspection and examination, including the periodic inspections mandated by this Lease, including Schedule D.
- vi. Equipment Solutions shall have no responsibility for any repair or service to the Equipment away from its facilities or Equipment Solutions-approved facilities unless authorized by Equipment Solutions in writing and documented by a properly-receipted and itemized bill for such repairs or services, listing the Equipment Solutions' Unit Number for the Equipment. Lessee. Lessee at Lessee's expense, shall safely transport the Equipment to Equipment Solutions or the Equipment Solutions-approved facility for regular and emergency maintenance services.
- vii. Equipment Solutions shall not be obligated to provide substitute vehicles or to pay for Lessee's hotel/lodging, meals, or other incidental or operating expenses while maintenance or repairs are being performed on the Equipment.
- **Modifications to Equipment.** Lessee shall make no addition, improvement, or modification to the Equipment, or change or remove any item that is or will be affixed to the Equipment unless Equipment Solutions gives Lessee written permission in advance. When Lessee returns the Equipment to Equipment Solutions, any item Lessee affixed with Equipment Solutions' approval may be removed only if Equipment Solutions reasonably determines that removal will not damage or lessen the value of the Equipment and Lessee pays for any such removal. Any alteration Equipment Solutions does not approve in writing shall be removed at Lessee's expense or retained by Equipment Solutions as its property, at Equipment Solutions' discretion.
- d. Inspection/Use of Equipment in California. The Lessee of Equipment (if a heavy-duty tractor) understands that when using Equipment to pull a long box-type trailer on a highway within California, the Equipment must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure the Equipment is compliant. The regulations may require the Equipment to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of the Equipment in California if it is a model year 2011 or later and is not a U.S. EPA SmartWay Certified, if a Tractor. Cal. Code Regs. tit. 17, § 95302(a)(42)(B) (emphasis in original).
- 8. TITLE TO AND LOCATION OF EQUIPMENT. As between Equipment Solutions and Lessee, Lessee shall have exclusive possession, control, and use of the Equipment for the duration of this Lease, and shall assume complete responsibility for the operation of the Equipment. However, Lessee is not buying the Equipment during this Lease. This Lease constitutes a lease and Equipment Solutions is merely allowing Lessee to use the Equipment, with an option to purchase it at the successful completion of the Lease Term. The Equipment shall at all times be and remain property of Equipment Solutions, notwithstanding that any items may now or hereafter be affixed to the Equipment, and title thereto shall at all times during this Lease remain in Equipment Solutions. The relationship between Equipment Solutions and Lessee shall always be only that of lessor and lessee. Lessee agrees that Equipment Solutions is entitled to and shall have the right to claim the following tax benefits with respect to the Equipment: (a) depreciation deductions for Federal Income Tax purposes and depreciation or cost recovery deductions for Iowa and any other applicable state income tax purposes, and (b) all items of income and deduction relating to this Lease. Upon Equipment Solutions' request, Lessee agrees to affix a tag, plate or stencil to the Equipment showing Equipment Solutions' right, interest or title thereto. Provided that Lessee is not in default in any manner, and subject to the terms of this Lease, Equipment Solutions agrees that it will not interfere with Lessee's quiet enjoyment and use of the Equipment during the Lease.
- 9. INDEMNIFICATION. Lessee shall indemnify, defend, and hold Equipment Solutions and its assigns harmless from and against any claim (including any for which Equipment Solutions is not indemnified by its insurance) of direct, indirect, or consequential loss, damage, delay, fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation (together "Damages") that Equipment Solutions incurs arising out of Lessee's (including Lessee's agents' or employees') negligence, gross negligence, willful misconduct, or other culpable acts or omissions in inspecting, maintaining, or using the Equipment or otherwise performing, or failing to perform, Lessee's obligations under this Lease. Lessee hereby authorizes Equipment Solutions to charge Lessee back for all amounts

- due Equipment Solutions under this Section. The parties' obligations under this Section shall survive the expiration or earlier termination of this Lease as to events that occurred, or obligations incurred during its term.
- 10. LIENS AND ENCUMBRANCES. Lessee shall not directly or indirectly create or permit to exist and shall promptly and at Lessee's expense discharge, any lien, charge, or encumbrance on the Equipment, except for any lien, charge, or encumbrance resulting solely from the acts of Equipment Solutions.
- 11. LOSS, DAMAGE OR DESTRUCTION. Lessee is responsible for loss, damage, theft, or destruction of or to the Equipment. If the Equipment becomes lost, stolen, destroyed, irreparably damaged, confiscated, requisitioned, or commandeered (herein called a "Loss"), Lessee shall promptly notify Equipment Solutions thereof in writing and:
 (a) On the Lease Payment date following the date of such Loss, Lessee shall pay Equipment Solutions all accrued and unpaid Lease Payments owing for the Equipment for all periods commencing prior to such date; and (b) Equipment Solutions and Lessee agree to keep each other informed of any reporting information relating to the Loss and shall cooperate with each other and insurers in the investigation of the Loss.
- 12. INSURANCE. Lessee's obligations as to insurance shall be as set forth in attached Schedule B ("Insurance").
- **13. DEFAULT.** Lessee shall be in default under this Lease upon the happening of any of the following events or conditions (herein called "Events of Default"):
 - **a.** Lessee fails to make any Lease Payment, or other obligations owed to Equipment Solutions by Lessee, within fourteen (14) days of the payment due date.
 - **b.** Lessee fails to perform or observe any other covenant, obligation, or agreement under this Lease, and such failure continues for ten (10) days after written notice by Equipment Solutions to Lessee.
 - **c.** Lessee makes an assignment for the benefit of creditors, or bankruptcy, arrangement, reorganization, liquidation, insolvency, receivership, or dissolution proceedings shall be instituted by or against Lessee, and if instituted against Lessee, shall be consented to or be pending and not dismissed for a period of 30 days.
 - **d.** Lessee abandons the Equipment or the Equipment or any part thereof, is taken via foreclosure, levy, execution, attachment or other process of law or equity enforced against Lessee.
 - e. If, in Equipment Solutions' sole, reasonable opinion, Lessee neglects, abuses or misuses the Equipment in any way, threatens to sell or take unlawful possession of the Equipment, or otherwise takes any other action which Equipment Solutions reasonably believes threatens Equipment Solutions' interest in the Equipment or this Lease.
 - f. If, during the term of this Lease, Lessee's ICOA with the Carrier designated above or such similar agreement with a carrier later approved pursuant to this Lease is terminated prior to the expiration of its term, or expires without immediate renewal.
- **14. REMEDIES OF EQUIPMENT SOLUTIONS.** Upon the occurrence of an Event of Default, Equipment Solutions, in its sole discretion, may exercise any one or more of the remedies set forth below:
 - **a.** Terminate this Lease immediately, upon written notice to Lessee.
 - **b.** Declare the entire amount of unpaid Rent, Lease Payments, or other obligations then accrued for the Equipment immediately due and payable.
 - **c.** Cause Lessee, at their expense, to promptly return the Equipment at such place as Equipment Solutions designates. If Lessee does not return the Equipment as instructed, Equipment Solutions may, without liability, enter on the premises where the Equipment is located, and without notice or process, take immediate possession of the Equipment.

- **d.** Charge back to Lessee all accrued and unpaid Lease Payments or other obligations owing for the Equipment prior to the Event of Default.
- e. Lessee will also be responsible for and pay to Equipment Solutions all expenses of any kind incurred by Equipment Solutions in enforcing its remedies, including reasonable attorney's fees, litigation expenses, and costs. All remedies hereunder are cumulative and are in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.
- 15. FURTHER ASSURANCES. Lessee shall promptly execute and deliver [including circumstances where Lessee changes Carrier] to Equipment Solutions any documents and take such further action as Equipment Solutions may reasonably request to effectively carry out this Lease and to protect the rights and remedies of Equipment Solutions hereunder. Lessee authorizes Equipment Solutions to sign and execute any and all necessary forms to protect Equipment Solutions' rights and remedies related to the Equipment, including, but not limited to insurance claims, financing statements under the Uniform Commercial Code, and appropriate consents and waivers.
- **16. ASSIGNMENT.** The provisions of this Lease shall be binding upon, and shall inure to the benefit all of Equipment Solutions' assigns and successors, and any permitted successors and assigns of Lessee.
 - a. Without Equipment Solutions' prior written consent, Lessee shall not assign any of Lessee's rights hereunder or sublet or transfer the Equipment, which Equipment Solutions' consent shall be conditioned upon Lessee remaining liable for the full and faithful performance of all obligations of Lessee under this Lease. Lessee may sublease the Equipment, but only in accordance with this Lease.
 - b. Equipment Solutions may, at any time, with or without notice to Lessee, sell, transfer, assign, mortgage, and grant a security interest in this Lease, any Schedule, and the Equipment, in whole or in part, and in such event any such purchaser, transferee, assignee, or secured party will have the same rights as Equipment Solutions' hereunder. If any such sale, transfer, assignment, mortgage or security interest occurs, Lessee will still have the same rights and options, if any, in this Lease so long as no Event of Default then exists.
- 17. NOTICES. All notices required by this Lease shall be in writing and shall be deemed to have been given when delivered personally; when mailed with proper postage, for first class mail prepaid, addressed to Equipment Solutions or Lessee, as the case may be, at their respective addresses as set forth herein or at such other address as either of them shall designate in writing to the other, or in the case of Equipment Solutions' assigns, at the addresses designated by them in writing; when deposited with an overnight delivery company with the express charges prepaid and properly addressed to the other party at the foregoing addresses.
- 18. LATE CHARGES. If Lessee fails to pay any Lease Payment when the same becomes due, Lessee shall, upon written demand from Equipment Solutions, pay interest on such delinquent payment from the due date until paid (without regard to any grace period) at the lower of one and one-half percent (1-1/2%) per month or the maximum rate of interest permitted by law. If Lessee fails to pay on time and Equipment Solutions must refer Lessee's account to a third party for collection, a collection fee will be assessed by Equipment Solutions and will be due at the time of the referral to the third party. The fee will be calculated as a percentage of the amount due to the extent permitted, or not otherwise prohibited, by applicable law. Collection fees are intended to be a reasonable advance estimate of actual costs resulting from late payments and non-payments, which are not readily ascertainable and are difficult to predict.
- 19. PURCHASE OF THE EQUIPMENT. IF LESSEE IS NOT IN DEFAULT, LESSEE MAY PURCHASE THE EQUIPMENT AT THE EXPIRATION OF THE LEASE TERM FOR THE STIPULATED LOSS VALUE AT THE TIME, AS SHOWN ON <u>SCHEDULE A</u>, WHICH VALUE INCLUDES ADMINISTRATIVE-COST REIMBURSEMENTS AND MARKUPS BENEFITING EQUIPMENT SOLUTIONS. IN ADDITION, LESSEE MAY REQUEST TERMINATION OF THIS LEASE IN ORDER TO PURCHASE THE EQUIPMENT AT ANY TIME DURING THE LEASE. IF EQUIPMENT SOLUTIONS, IN ITS SOLE DISCRETION, GRANTS SUCH

REQUEST, SUCH TERMINATION SHALL BECOME EFFECTIVE, AND LESSEE SHALL RECEIVE TITLE TO THE EQUIPMENT, ONLY ON PAYMENT OF THE STIPULATED LOSS VALUE AT THE TIME AS SHOWN ON SCHEDULE A, WHICH VALUE INCLUDES ADMINISTRATIVE-COST REIMBURSEMENTS AND MARKUPS BENEFITING EQUIPMENT SOLUTIONS, PLUS ALL ACCRUED AND UNPAID LEASE PAYMENTS OWING FOR THE EQUIPMENT FOR ALL PERIODS COMMENCING PRIOR TO SUCH TERMINATION.

- 20. RETURN OF EQUIPMENT. Unless Lessee purchases the Equipment pursuant to this Lease, Lessee shall return the Equipment to Equipment Solutions, at Lessee's expense, at the expiration or termination of this Lease, to 3930 16th Avenue, SW, Cedar Rapids, Iowa or other location as instructed by Equipment Solutions, in the same Good Operating Condition as when leased, excepting only reasonable wear and tear from normal use, together with any license plates, registration certificates, or other equipment or documents, owned or in the name of Equipment Solutions, relating to the Equipment. Upon Lessee's request, Equipment Solutions may, in its sole discretion, allow Lessee to retain some or all of such license plates or other documents. Unless otherwise agreed by Equipment Solutions, Lessee shall give Equipment Solutions at least twenty (20) days' notice of the return of the Equipment. At the expiration of this Lease, Equipment Rent will continue to accrue until such time as the Equipment is returned to the designated location. In addition, if Lessee does not timely return the Equipment to the location as instructed by Equipment Solutions, Equipment Solutions may, but is not required to, retrieve the Equipment, in which case Lessee will be charged the fee incurred by Equipment Solutions to recover the Equipment. This recovery fee is not an exclusive remedy for Lessee's failure to return the Equipment in compliance with this Lease and does not preclude Equipment Solutions from enforcing other rights or recovering any other remedies to which Equipment Solutions is entitled under this Lease.
- 21. MISCELLANEOUS. This Lease (including all Schedules and addendums executed by Lessee and Equipment Solutions) constitutes the entire agreement between Equipment Solutions and Lessee with respect to the leasing of the Equipment, and fully replaces and supersedes all prior agreements and undertakings (including attachments), oral and written, express or implied, or practices between the parties, relating to the same subject matter. No provision of this Lease may be changed, waived, discharged or terminated except by a written document, signed by both parties, except that Equipment Solutions may insert the serial number of the Equipment on any Schedule. If any provision (including any sentence or part of a sentence) of this Lease is declared invalid for any reason, such provision shall be deemed ineffective without invalidating the other provisions hereof. If Lessee fails to perform any of their obligations under the Lease, Equipment Solutions may, but shall not be obligated to, perform the same without thereby waiving such default, and any amount paid or expense or liability incurred by Equipment Solutions in such performance shall be paid or reimbursed by Lessee upon Equipment Solutions' demand.
- 22. GOVERNING LAW. This Lease shall in all respects be governed by and construed in accordance with the laws of the United States and, except as otherwise provided herein, the State of Iowa, without regard to the choice-of-law rules of Iowa or any other jurisdiction. THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS LEASE, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN LAW (INCLUDING BUT NOT LIMITED TO 49 C.F.R. PART 376), SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING LINN COUNTY, IOWA. EQUIPMENT SOLUTIONS AND LESSEE HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS.
- 23. PERSONAL PROPERTY. Equipment Solutions is not liable for loss or damage to personal property that Lessee or anyone else carries or keeps in the Equipment. If Lessee or anyone else has personal property in the Equipment at the time Equipment Solutions secures possession of the Equipment under this Lease, Equipment Solutions shall not be liable for any damage to, loss of, or disposition of such property.
- **24. CONSENT TO CONDUCT BUSINESS USING ELECTRONIC METHODS**. Equipment Solutions and Lessee consent to conduct business using any method permitted by applicable law. This consent encompasses the use of electronic methods (including email correspondence) to transmit and effect the signature of any document related to or required by this Lease. The parties agree that any document signed by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original paper document or handwritten signature.

Lessee and Equipment Solutions hereby execute this Equipment Lease on, at 12: 01 a.m.

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT:

- VEHICLES SUITABLE FOR LESSEE'S PROVISION OF SERVICES UNDER INDEPENDENT CONTRACTOR OPERATING AGREEMENTS WITH CRST EXPEDITED, INC. d/b/a CRST THE TRANSPORTATION SOLUTION, INC., AND OTHER MOTOR CARRIERS ARE AVAILABLE FOR PURCHASE OR LEASE FROM NUMEROUS COMPANIES OTHER THAN CRST EQUIPMENT **SOLUTIONS, INC.**;
- LESSEE IS FREE TO LEASE A VEHICLE OBTAINED FROM ANOTHER SOURCE TO SUCH **CARRIERS**; AND
- LESSEE IS NOT REQUIRED TO SIGN THIS EQUIPMENT LEASE AS A CONDITION OF ENTERING INTO AN INDEPENDENT CONTRACTOR OPERATING AGREEMENT WITH ANY **SUCH CARRIERS.**

LESSEE By X	Daniel Weche	Title Owner	Date 05 / 09 / 2025
Printed Name	Daniel Weche		
EQUIPMENT By /s/	SOLUTIONS	Michelle Witherspoon	Date 05 / 08 / 2025
Printed Name:	Michelle Witherspoon		
and other good and severally u the prompt per shall not be red this guaranty. Tailure to perfe Equipment, or insolvency or b	and valuable consideration and valuable consideration and the cons	ration of Equipment Solutions' enterion, which is acknowledged to have been the due, regular, and punctual payme's obligations and duties under the ledies against Lessee or the Equipment right to notice or of consent to accendment, release, settlement, extension under this guaranty shall survive and This guaranty is effective as of the eather undersigned.	ten received, the undersigned jointly ment of all Lease Payments due and above Lease. Equipment Solutions nt as a condition of recovery under teptance of this guaranty, or default, on, or compromise of the Lease, the try initiation by or against Lessee of
Guarantor's Sign	nature	Guarantor's Signature	:
Printed Name		Printed Name	
Street Address _		Street Address	
City, State, Zip	Code	City, State, Zip Code	
Data		Data	

CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT

Lessee certifies that the Equipment identified as follows:

	EQUIPMENT DESCRIPTION						
YEAR	2022	MAKE	FRTL	MODEL	CASCADIA	ENGINE TYPE	DD15
VIN		MILEAGE	464064	UNIT#	104758		

3AKJHHDR6NSND1416

has been received by Lessee; that all necessary installations have been completed; that Lessee has inspected the Equipment before signing the Lease and found the Equipment to be in Good Operating Condition; that, in all respects, the Equipment is satisfactory to Lessee; and that the Equipment is accepted "as is" by Lessee for all purposes under the Lease. The Equipment is correctly described in this Lease, and Equipment Solutions is authorized to insert serial numbers on the Lease.

By X Daniel Weche		
Printed Name Daniel Weche	Title _	
Date Accepted05 / 09 / 2025		
Location Where Delivery of Equipment Was Ma	ade: Birmingham City	AL State

Document Ref: E4HEU-W4ZUH-PXRE7-FX8MI

CRST Equipment Solutions, Inc.

3930 16th Avenue, SW Cedar Rapids, IA 52404 Phone: (319) 289-7850 lpc@crst.com

AUTHORIZATION AND ASSIGNMENT

To: CRST Expedited, Inc. d/b/a CRST The Transportation Solution, Inc. ("Carrier")

1.	The undersigned Lessee hereby authorizes and directs Carrier to pay CRST Equipment Solutions, Inc., 3930 16th
	Avenue, SW, Cedar Rapids, Iowa 52404 ("Equipment Solutions"), the Equipment Rent, and all other items owed to
	Equipment Solutions under the Equipment Lease entered into by Lessee and Equipment Solutions on 05 / 09 / 2025
	("Lease") (Equipment Rent and all other items collectively referred to as "Lease Payments") in varying amounts
	communicated by Equipment Solutions to Carrier each week, and to deduct these amounts from Lessee's weekly
	settlement under Lessee's Independent Contractor Operating Agreement ("ICOA") with Carrier. The weekly
	deductions shall begin on the First Lease Payment Date shown on the page 1 of the Lease and weekly thereafter for
	121 () consecutive weeks or until the balance due has been paid to Equipment Solutions.

- 2. If Lessee's ICOA with Carrier expires or is terminated for any reason and a subsequent carrier is not approved by Equipment Solutions, Carrier is hereby authorized and directed to use all final settlement compensation, escrow funds, or other amounts due Lessee under the ICOA, after deducting amounts due Carrier, to pay Equipment Solutions any Lease Payment amounts still owed by Lessee to Equipment Solutions, except as provided in herein, and only thereafter to pay the balance to Lessee.
- 3. At such time as Lessee's ICOA with Carrier expires or is terminated, Carrier is authorized and directed to immediately notify Equipment Solutions of the expiration or termination.
- 4. Carrier is authorized and directed to supply Equipment Solutions, upon request, a copy of Lessee's ICOA.

By X	Daniel Weche	Title	Date	05 / 09 / 2025
Printed Name	Daniel Weche	-		

SCHEDULE A PAGE 1

STIPULATED LOSS VALUE SCHEDULE

The parties to this Agreement agree that the Stipulated Loss Value of the Equipment is the amount shown below for each payment period with an implied interest rate of percent.

104758 Stipulated Loss Stipulated Stipulated Stipulated Payment Loss Payment Payment Payment Payment Loss Date 5/30/2025 Value 73,292 Date 5/29/2026 Date 5/28/2027 Value No. 105 Value Date Value Date Value 55,927 210 6/6/2025 72.982 54 6/5/2026 106 6/4/2027 36.891 158 55,580 55,233 6/13/2025 72,671 55 6/12/2026 6/11/2027 36,504 6/20/2025 6/18/2027 36,116 160 212 72,360 56 57 58 59 6/19/2026 108 6/27/2025 7/4/2025 6/26/2026 7/3/2026 35,728 35,338 161 162 72,048 54,885 109 6/25/2027 213 71,735 54,536 7/2/2027 214 110 7/11/2025 71,422 7/10/2026 54,186 111 7/9/2027 34,948 163 215 7/18/2025 7/17/2026 7/16/2027 7/25/2025 70,794 7/23/2027 34,165 165 217 61 7/24/2026 53,485 113 8/1/2025 8/8/2025 7/31/2026 8/7/2026 53,133 52,780 114 115 7/30/2027 8/6/2027 33,772 33,379 166 167 218 219 10 11 70,478 62 63 70,162 116 117 12 13 8/15/2025 69,846 64 65 8/14/2026 52,427 8/13/2027 32.984 168 220 8/22/2025 69,529 8/21/2026 52,073 8/20/2027 32,589 66 67 68 8/29/2025 69.211 8/28/2026 51.718 118 8/27/2027 32,193 170 222 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 9/5/2025 9/12/2025 9/4/2026 9/11/2026 31,796 31,399 171 172 223 224 68,892 51,362 119 9/3/2027 9/10/2027 68,573 51,006 120 50,649 50,291 9/19/2025 68,253 9/18/2026 121 9/17/2027 31,000 173 225 69 70 71 72 73 74 75 76 77 78 9/26/2025 67,932 9/25/2026 174 226 122 175 227 10/3/2025 67,611 10/2/2026 49,932 123 10/10/2025 10/17/2025 67,289 66,966 10/9/2026 10/16/2026 49,573 49,213 124 125 176 177 228 229 10/24/2025 66 643 10/23/2026 48.852 126 178 230 10/31/2025 66,319 10/30/2026 48,490 180 11/7/2025 65,994 11/6/2026 48.128 128 232 11/14/2025 11/21/2025 65,669 65,343 11/13/2026 11/20/2026 47,765 47,401 129 130 181 182 233 234 11/28/2025 12/5/2025 65,016 64,688 79 80 11/27/2026 47,036 46,670 131 132 183 235 236 12/4/2026 12/12/2025 64.360 81 82 12/11/2026 46.304 133 185 237 12/19/2025 64,031 12/18/2026 45,937 12/26/2025 83 12/25/2026 135 239 63,702 45,569 187 1/2/2026 1/9/2026 63,372 63,041 1/1/2027 1/8/2027 45,201 44,831 240 241 84 85 136 137 1/16/2026 62 709 86 87 88 1/15/2027 44 461 138 190 242 1/23/2026 62,377 1/22/2027 44,090 139 244 1/30/2026 62,044 1/29/2027 43,718 140 192 2/6/2026 2/13/2026 61,710 89 90 2/5/2027 2/12/2027 43,346 42,973 141 142 193 194 245 246 61,375 2/20/2026 2/27/2026 61,040 91 92 2/19/2027 42,598 143 144 195 247 248 60,704 2/26/2027 42,224 3/6/2026 60.368 3/5/2027 41.848 145 197 249 41 42 43 44 45 46 47 48 93 94 95 96 97 3/13/2026 60,031 3/12/2027 41,471 3/20/2026 59,693 3/19/2027 41,094 251 147 199 3/27/2026 4/3/2026 59,354 59,014 3/26/2027 4/2/2027 40,716 40,337 148 252 253 98 99 100 254 4/10/2026 58.674 4/9/2027 39.958 150 202 4/17/2026 4/24/2026 58,333 57,992 4/16/2027 4/23/2027 39,577 39,196 255 256

> This SCHEDULE A, which completely replaces and supersedes any earlier schedule, addendum, or other provision of this lease relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below:

152

153

154 155

38,814 38,431

38,047

37,663

Dauiel Weche

5/1/2026

5/8/2026

5/15/2026

Daniel Weche

05 / 09 / 2025

49 50 51

Printed Name and Title

57,649 57,306

56,963

56,618

101

102

103

4/30/2027

5/7/2027

5/14/2027

5/21/2027

Date

LESSOR: CRST Lincoln Sales, Inc.
Michelle Witherspo

204

205

206

207

Michelle Witherspoon

05 / 09 / 2025

Date

257

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259

SCHEDULE B

INSURANCE

- **LESSEE'S INSURANCE OBLIGATIONS.** Lessee shall procure, carry, and maintain, at Lessee's sole expense, the following minimum insurance coverages during this Lease:
 - a. Non-Trucking (Bobtail) Liability Insurance. Commercial automobile liability insurance which shall provide coverage to Lessee whenever the Equipment is not being operated on behalf of, or in the business, of a motor carrier (including, but not limited to, whenever the Equipment is being operated on behalf of Lessee alone) in a combined single limit of not less than one million dollars (\$1,000,000), with a deductible no greater than one thousand dollars (\$1,000), for injury or death to any person or for damages to property in any one occurrence. Such coverage shall be primary to any other insurance that may be available from Equipment Solutions. Lessee shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit. Lessee shall also provide Equipment Solutions with a certificate of insurance evidencing the foregoing insurance, and naming Equipment Solutions as additional insured.
 - b. Physical Damage Insurance. Physical damage insurance that will provide coverage to Lessee at all times in a combined single limit of no less than the Stipulated Loss Value of the Equipment as shown in Schedule A for the next date after the occurrence, with a deductible no greater than two thousand five hundred dollars (\$2,500), for physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) in any one occurrence. Such coverage shall be primary to any other insurance that may be available from Equipment Solutions. Lessee shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit. Equipment Solutions shall be named as Loss Payee on Lessee's physical damage insurance.
 - c. Other Insurance. In addition to the insurance coverages required under Sections 1(a)-(b) above, it is solely Lessee's responsibility to procure, carry, and maintain any other insurance coverage that Lessee may desire for the Equipment or for Lessee's health care or other needs. Lessee holds Equipment Solutions harmless with respect to loss of or damage to Lessee's Equipment, trailer, or other property, and Equipment Solutions has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to Lessee's Equipment, trailer, or other property. Lessee acknowledges that Equipment Solutions may, and Lessee hereby authorizes Equipment Solutions to, waive, reject, or reduce no-fault, uninsured, and underinsured motorist coverage from Equipment Solutions' insurance policies to the extent allowed under applicable laws Equipment Solutions, and Lessee shall cooperate in the completion of all necessary documentation for such waiver, election, rejection, or reduction.
- REQUIREMENTS APPLICABLE TO ALL OF LESSEE'S INSURANCE COVERAGES. Lessee shall procure insurance policies providing the above-described coverages solely from insurance carriers that are AM Best "A"-rated (or of equivalent financial strength in the commercially reasonable judgment of Equipment Solutions), and Lessee shall not operate the Equipment under this Lease unless and until Equipment Solutions has determined that the policies are acceptable (Equipment Solutions' approval shall not be unreasonably withheld). Lessee shall furnish to Equipment Solutions written certificates (and policies if requested by Equipment Solutions) obtained from Lessee's insurance carrier or carriers showing that all coverages required by this Lease have been procured from insurance carriers that are AM Best "A"-rated (or of equivalent financial strength in the commercially reasonable judgment of Equipment Solutions), that the coverages are being properly maintained, and that the premiums thereof are paid. Each insurance certificate shall specify the name of the insurance carrier, the policy number, the expiration date, list Equipment Solutions and Equipment Solutions' assigns as additional insureds with primary coverage, and show that written notice of cancellation or modification of the policy shall be given to Equipment Solutions and Equipment Solutions' assigns at least thirty (30) days prior to such cancellation or modification.

LESSEE'S LIABILITY IF REQUIRED COVERAGES ARE NOT MAINTAINED. In addition to Lessee's indemnity obligations to Equipment Solutions under this Lease, Lessee agrees to defend, indemnify, and hold Equipment Solutions harmless from any direct, indirect, or consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property that Equipment Solutions may incur arising out of or in connection with Lessee's failure to maintain the insurance coverages required by this Lease. In addition, Lessee, on behalf of Lessee's insurer, expressly waives all subrogation rights against Equipment Solutions, and, in the event of a subrogation action brought by Lessee's insurer, Lessee agrees to defend, indemnify, and hold Equipment Solutions harmless from such claim.

This SCHEDULE B, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of this Lease relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below:

LESSEE	EQUIPMENT SOLUTIONS: CRST Equipment Solutions, Inc.
By: X Daniel Weche	Michelle Witherspoon By:
Signature	Signature
Daniel Weche	05 / 08 / 2025
Printed Name and Title	Date
05 / 09 / 2025	
Date	

SCHEDULE C

<u>Miscellaneous Overall Lease Payment Items</u>. Lessee agrees to pay Equipment Solutions applicable Lease Payment items, including, but not limited to, the items set forth in the table below, in the next-following weekly Lease Payment. Where no dollar figure is listed in the table below, the amount will be computed as indicated in the column headed "Amount or Method of Computation." Except as otherwise indicated in that column, (a) Equipment Solutions shall charge Lessee no administrative ("admin.") fee or markup and (b) Equipment Solutions shall credit Lessee with all rebates, discounts, credits, or refunds that correspond to particular charge-backs or deductions that Equipment Solutions receives while this Lease is in effect or, in the case of taxes and fees, even after this Lease is terminated.

LEASE PAYMENT ITEM	AMOUNT OR METHOD OF COMPUTATION
Changes, alterations, modifications, improvements in the	Amount Equipment Solutions paid or otherwise incurred
Equipment required by law, approved by Equipment	
Solutions, or removed at Lessee's expense because not approved by Equipment Solutions	
Claims, losses, damages, or expenses (including reasonable	Amount Equipment Solutions paid or otherwise incurred, as
attorneys' fees) under Lease	further specified in Lease
Equipment Purchase	See Lease § 19 and Schedule A
Equipment Rent	See table on page 1 of Lease. Equipment Rent payments
	include administrative-cost reimbursements and markups
	benefiting Equipment Solutions as well as interest and Mileage
	Charges
Federal Heavy Highway Vehicle Use Tax	\$10.58 per week (the \$550 annual tax divided by 52 weeks)
Late Charges on amount of Equipment Rent and other	1.5% per month (18% annually) or maximum lawful rate if less
charges due under Lease § 18	
Licenses, permits, taxes, other operating expenses, related	Amount Equipment Solutions paid or otherwise incurred,
levies, fines, penalties, liens, and encumbrances pursuant to	including administrative-cost reimbursements and markups
Lease § 2	benefiting Equipment Solutions
Termination-related expenses and losses - Equipment Rent	Actual amount Equipment Solutions paid or otherwise incurred
and all other amounts due under this Lease	

Supporting Information. Equipment Solutions shall provide Lessee with a written explanation and itemization of any amounts owed pursuant to this Lease. With respect to all amounts in the table above, Equipment Solutions shall make available to Lessee, upon request, copies of those documents that are necessary to determine the validity of the amount.

Filed 12/15/25

THIS SCHEDULE C, which completely replaces and supersedes any earlier schedule, addendum, or other provisions of this Lease relating to the same subjects, is agreed to by the undersigned parties as of the latest date set forth below.

LESSEE	EQUIPMENT SOLUTIONS: CRST Equipment
By: X Daviel Weche	Solutions, Inc. Michelle Witherspoon By:
Daniel Weche Printed Name and Title	Michelle Witherspoon Lease Manager Printed Name and Title
05 / 09 / 2025	05 / 08 / 2025
Date	Date

SCHEDULE D

During the term of the Lease, Equipment Solutions shall furnish, at Equipment Solutions' expense, maintenance services for the Equipment subject to this Lease, at an operational level that is sufficient to perform in a safe and timely manner, the intended and customary functions of the Equipment in accordance with the maintenance schedules found at the following link:1

https://careers.crst.com/lease-intervals

¹ Maintenance schedules found at this link are subject to change based on manufacturer requirements and recommendations, or as required by ES policies and procedures or applicable law.

CERTIFICATE of **SIGNATURE**

E4HEU-W4ZUH-PXRE7-FX8MI

DOCUMENT COMPLETED BY ALL PARTIES ON

10 MAY 2025 03:40:51 UTC

SIGNER

TIMESTAMP

SIGNATURE

MICHELLE WITHERSPOON

LPC1@CRST.COM

08 MAY 2025 15:43:37 UTC

08 MAY 2025 15:43:38 UTC

Michelle Witherspoon

32.143.207.154

LOCATION

HOOVER, UNITED STATES

DANIEL WECHE

08 MAY 2025 15:43:37 UTC

10 MAY 2025 03:36:26 UTC

10 MAY 2025 03:40:51 UTC

Dauiel Weche

LOCATION

GADSDEN, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

10 MAY 2025 03:36:26 UTC



